

Certification and Agreement of Government/ Government-Related Entity

GOVEntity Name Marion County Board of Education

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

Custody (Applicable only if UBS holds or will hold Client assets)

UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

Investment policy and compliance with applicable laws

The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS or to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

UBS relationship and the Municipal Advisor Rule

The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.



I certify:

- (a) I am an official representative of the Client listed below, and am authorized to sign this certification;
- (b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

No bond proceeds or escrow investments

- ☐ None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

Have bond proceeds or escrow investments and represented by Municipal Advisor

- ☐ Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor;

Have bond proceeds or escrow investments and NOT represented by Municipal Advisor

- ☐ Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client's successors and assigns, by merger, consolidation or otherwise.

Liability

The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.

Authorized persons

The individuals signing below represent and certify that the Client's governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client's behalf in connection with opening the Client's account(s) with UBS, obtaining services from UBS, and in directing investments for the Client's account(s) with UBS.

Conflicts

In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.

Sign Here

Signature

Taylor Schlosser, Superintendent
Print Name and Title

Sign Here

Signature

Print Name and Title

Sign Here

Signature

Print Name and Title

Sign Here

Signature

Print Name and Title