

FIRST AMENDEMENT TO SALEM TRUST COMPANY
INSTITUTIONAL CUSTODY AGREEMENT

WHEREAS, Salem Trust Company (“Custodian”) and the City of Cartersville (“Client”) entered into an Institutional Custody Agreement (“Agreement”) on this date; and

WHEREAS, concurrent with the Custodian and Client entering into the Agreement, they desire to amend certain provisions of the Agreement.

NOW THEREFORE, Custodian and Client agree to amend the Agreement as follows:

Section 1. Section 1(d) of the Agreement is hereby amended to read as follows:

d. Managers and Agents. Client may designate one or more Third-Party Investment Managers (“Manager[s]”) or Agents (“Agent[s]”) to give investment-related instructions to Custodian. All such instructions must be in writing or electronic mail to be binding on Client. Such Managers and Agents are designated on Exhibit #1 of the Agreement, as such may be amended, in writing, by Client. If Client engages any Manager, a true and correct copy of Client’s Agreement with such Manager or Agent (“Third Party Agreement”) shall be provided to Custodian. Custodian may rely on these third party written or electronic mail instructions to the same extent as if Client had given them and shall not be required to verify with Client any directions it receives from a Manager or Agent.

Section 2. Section 5 of the Agreement is hereby amended to read as follows:

5. **Periodic reports.** Custodian will provide periodic statement of Account during the term of this Agreement, which reports shall be provided, in writing, not less than every ninety (90) days. Upon the request of Client, Custodian may provide Client with access to Account statements and other Account information via the Internet or by providing Client with access to such information through an Internet portal. Client is responsible for promptly informing Custodian of any errors in the periodic statements. If Client does not notify Custodian of any errors within 180 days of receipt of a periodic statement, Custodian will deem the statement correct and will not be liable for any errors relating to the information described in the statement

Section 3. Section 10 of the Agreement shall be amended as follows:

10. RESERVED.

Section 4. Section 14(a) of the Agreement shall be amended as follows:

a. *Governing Law.* This Agreement is governed by the laws of the State of Georgia, without regard to any conflict of law provisions.

Section 5. Section 14(j) of the Agreement shall be amended by removing the references to “Tampa, Florida,” and substituting in lieu thereof the term “Bartow County, Georgia.” and to United States District Court Northern Division of Georgia, Rome Division.

This ____ day of _____, 2021.

CLIENT
City of Cartersville -

Matthew J. Santini, Mayor

Date

Attest: _____
Julia Drake, City Clerk

Accepted

CUSTODIAN
Salem Trust Company, a division of TMI Trust Company

Name and Title

Date

Recommended by the City of Cartersville Pension Board this 7th day of April, 2021.

By: _____
Tom Rhinehart, Chairman Date: _____

By: _____
Connie Chastain Date: _____

By: _____
Frank McCann Date: _____

By: _____
Dan Porta Date: _____