

**RESOLUTION FOR ACTION BY UNANIMOUS WRITTEN
CONSENT OF THE
GOVERNING BODY
OF
City of Diamondhead, Mississippi**

The undersigned, being all of the Members ("Governing Body") City of Diamondhead, Mississippi ("Client"), in accordance with its Bylaws/Operating Agreement, and in lieu of a formal meeting, hereby waive the notice of time, place and purpose of a meeting of the Governing Body and do hereby consent to the adoption of the following resolution, which shall have the same force and effect as a unanimous vote taken at a duly called and held meeting and hereby direct that this Action be filed with the Minutes or other governing documents of the Client.

WHEREAS, the Client holds assets with Trustmark National Bank, N.A. ("Trustmark") in a custodial capacity.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body hereby grant(s) signatory authority to the individuals listed below for the purposes of transacting business on accounts held in Trustmark's Tailored Wealth Division as follows (check the appropriate selection):

☒ To execute all applicable governing instruments included the appointment of other individuals authorized on the account(s).

☒ To initiate transaction included, but not limited to cash disbursements and cash transfers amongst Client accounts.

☒ To execute appropriate documents to authorize third party access to Client accounts, as required, i.e. Investment Managers.

☐ Other: _____

Michael Reso, City Manager
Printed Name

Signature

Jeannie Klein, City Clerk
Printed Name

Signature

This Action may be execution in one or more counterparts, and delivered by facsimile transaction or otherwise, each of which be deemed to be an original and all of which together shall constitute one and the same document.

When signed by the Governing Body, this Action be filed in the permanent records of the Client, and any member of the Governing Body shall be authorized to attest and certified the adoption of resolutions set forth herein.

This Action remains fully enforce until such time as a new resolution is delivered to Trustmark.

SO BE IT RESOLVED, this the _____ day of _____, 2021.

The above and foregoing Resolution of the Mayor and Council of the City of Diamondhead, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the matter being put to a vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

Mayor Nancy Depreo
Printed Name

Signature

ATTEST:

Jeannie Klein, City Clerk

seal

INVESTMENT CONSULTING AND ADVISORY AGREEMENT

THIS INVESTMENT CONSULTING AND ADVISORY AGREEMENT ("Agreement") is made this ____ day of _____, 2021, by and between Trinity Capital Investors, a Mississippi corporation ("TRINITY") and Diamondhead, Mississippi ("City").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Investment Consulting and Advisory Services.** TRINITY shall provide investment consulting and advisory services to City and shall assist City in effecting and/or executing securities transactions in connection with the investment of certain of City's property and securities. TRINITY shall provide its services in the manner and to the extent that TRINITY shall determine to be appropriate and as reasonably requested by City.

In accordance with the investment objectives duly approved and adopted by City's City Mayor and/or City Manager and /or City Clerk, as set forth in Exhibit A attached hereto and incorporated herein by this reference (hereinafter City's "Investment Plan"), TRINITY will assist City in effecting and/or executing such trades of securities or other property as TRINITY, acting through its Investment Committee, in the exercise of its discretion, determines to be prudent and appropriate; provided all such trades and transactions shall be in accordance with the limitations and restrictions on the investment of municipal funds under applicable Mississippi laws and regulations, including, but not limited to, Sections 21-33-323 and 31-19-5 of the Mississippi Code of 1972, as amended; and provided, further, all such trades and transactions must be previously approved and acknowledged in writing by City or its designated representative prior to settlement.

At least annually, City's Mayor and/or City Manager and/or City Clerk will re-approve its Investment Plan or review its Investment Plan in accordance with City's current financial circumstances and investment objectives. City shall promptly notify TRINITY of such re-approval or of any revisions in its Investment Plan.

3. **Compensation.** City shall pay to TRINITY for its investment consulting and advisory services a percentage fee based upon the total dollar amount of funds over or in connection with which TRINITY provides investment advisory and consulting services. Such fee shall be calculated as follows: in the amount of one quarter of one percent (1/4 of 1% or .25 of 1%). City shall pay such fee to TRINITY quarterly upon submission by TRINITY to City of an invoice detailing the calculation of such fee and any other information reasonably requested by City.

4. **Records and Reports.** TRINITY shall provide City with written confirmations of each trade, monthly brokers' statements, quarterly investment reports and such other periodic reports concerning transactions effected by or on behalf of City. TRINITY shall furnish continuous advice as to the investment of City's funds on the basis of the individual needs of City, and, at least quarterly, provide City with a statement and/or report of City's funds and/or investments which shall constitute a reminder to City to communicate to TRINITY any change in City's financial situation and investment objectives to TRINITY.

5. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year commencing _____, 2021, provided that this Agreement shall be automatically renewed for successive additional one year terms without further action by the parties. This Agreement may be terminated by either party, without cause, upon thirty (30) days' prior written notice, and may be terminated immediately by either party, with cause, upon receipt by the non-terminating party of written notice of termination. For purposes of this Agreement, "cause" shall be defined as a breach of any material provision of this Agreement. Upon termination, City shall pay TRINITY all fees earned or accrued by TRINITY up to the effective date of termination. TRINITY shall make such disposition of the securities or other property of City as directed by City.

6. **Subject to Law.** All transactions under this Agreement shall be subject to applicable laws, rules and regulations of governmental authorities, and the applicable regulations and customs of exchanges, markets and clearing houses. Whenever any law, rule or regulation is enacted by any governmental authority, exchange, market or clearing house which shall affect in any manner or be inconsistent with any of the provisions hereof, the provision(s) of this Agreement so affected shall be deemed modified or superseded to the extent necessary to avoid violation of such law, rule or regulation and consistent with the original intention of the parties.

7. **Waiver.** No provision of this Agreement shall be waived, altered, amended, or modified except in writing signed by the party against whom such waiver, alteration, amendment or modification is sought to be enforced.

8. **No Assignment or Delegation.** Neither party may assign this Agreement, in whole or in part, nor delegate, except as contemplated herein, all or part of the performance of duties required of such party by this Agreement without the prior written consent of the other party.

9. **No Liability.** City specifically acknowledges and agrees that (a) TRINITY is not warranting to City that the information or advice given to City is correct or accurate, or that City's assets will necessarily increase in value or retain their value as a result of TRINITY's advisory and/or consulting services, and (b) except for negligence, malfeasance, misfeasance or violation of applicable law, neither TRINITY nor any of TRINITY's members, officers, directors, managers, agents or employees shall be liable hereunder for any action performed or omitted to be performed or for any errors in judgment as a result of or in connection with the provision by TRINITY of the services required hereunder. Nothing herein shall in any way constitute a waiver or limitation of any rights which City may have under any state or federal securities laws.

10. **Notice.** Any notice, request or instruction to be given hereunder shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid; if the TRINITY, to Trinity Capital Investors, 1675 Lakeland Drive, Suite 400, Jackson, MS 39216; and if to City, to the address set forth below its signature. Notices, requests and instructions shall be deemed received upon personal delivery or, if sent by certified or registered mail, five (5) days after deposit with the carrier.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and such federal statutes, rules and regulations as may be applicable hereto.

12. **Proxies.** TRINITY will not be required to take any action with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of City may be invested from time to time.

13. **Valuation.** In computing the market value of any investment of City, each security listed on any national securities exchange and for which recent market quotations are readily available shall be valued at the last report sale price on the principal exchange on which such security is traded, or, if there has been no reported sale, at the last reported bid price. Any other security or asset shall be valued in the manner determined in good faith by TRINITY to reflect its fair market value.

14. **Ownership of Funds.** City shall maintain every indicia of ownership of its funds, including, (1) the right to withdraw, hypothecate, vote or pledge securities, and (2) the receipt of notification of each security transaction.

15. **Services to Other Cities; Violation of Laws.**

(A) It is understood by City that TRINITY performs investment consulting and advisory services for various Cities. City acknowledges that TRINITY may give advice and take action with respect to securities and other property of any of its other Cities which may differ from the advice given with respect to any security or other property of City, or the timing or nature of action taken with respect to any security or other property of City.

(B) Nothing in this Agreement shall impose upon TRINITY any obligation to purchase or sell, or to recommend for purchase or sale, any security for City which TRINITY, or its members, principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other City, if, in the discretion of TRINITY, such investment would be unsuitable for City; or is TRINITY determines, in the best interest of City, it would be impracticable or undesirable.

(C) TRINITY shall have no obligation hereunder to cause City to engage in any transaction on the basis of any information known to TRINITY's members, principals, affiliates, employees or agents wherein the utilization of such information might, in TRINITY's judgment, constitute or involve a violation of law, or a breach of any fiduciary or confidential relationship by TRINITY and/or its members, principals, affiliates, employees or agents.

IN WITNESS WHEREOF, City and TRINITY have executed this Agreement as of date first above written.

DIAMONDHEAD, MISSISSIPPI

By: _____

Its: _____

Address: 5000 Diamondhead Circle
Diamondhead, MS 39525

TRINITY CAPITAL INVESTORS

By: _____

Custody Agreement

THIS CUSTODY AGREEMENT ("Agreement") is made and entered into on this the 3rd day of November, 20 21, by and between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America ("Trustmark") in its capacity as custodian and City of Diamondhead, Mississippi, a Political Subdivision (the "Client").

1. DEFINITIONS.

- a. "Assets" shall include, without limitation, any common or preferred stock and other equity securities, bonds, debentures, and other debt securities, notes, mortgages or other obligations, private placements, limited partnerships, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interest therein (whether represented by a certificate or held with a Subcustodian or on the books of the issuer).
- b. "Authorized Person" shall be any person, whether or not an officer or employee of Client, duly authorized by Client to give Oral and/or Written Instructions with respect to one or more Accounts; such person shall be designated in a Certificate of Authorized Persons which contains a specimen signature of such person.
- c. "Available Funds" shall mean sufficient money in your Account available for immediate use.
- d. "Electronic Services" means *myTailoredWealth* and any computer software, proprietary data and documentation provided by Trustmark to Client in connection therewith.
- e. "Investment Manager" shall mean an organization that is authorized by Client to conduct activities in Client's Account(s) on behalf of Client including, but not limited to, day-to-day buying and selling of securities to portfolio monitoring, transaction settlement, performance measurement, and regulatory and client reporting.
- f. "Oral Instructions" shall mean instructions received verbally by Trustmark and afterwards confirmed in writing by the Client or Authorized Person(s).
- g. "Subcustodian" shall mean a bank or other financial institution (other than a Depository) which is utilized by Client in connection with the purchase, sale or custody of Assets hereunder and identified to Client from time to time.
- h. "Written Instructions" shall mean written communications actually received by Trustmark by letter, facsimile transmission, email, Electronic Services, or other method or system specified by Trustmark as available for use in connection with the services hereunder.

2. APPOINTMENT OF CUSTODIAN, ACCEPTANCE BY CUSTODIAN AND ESTABLISHMENT OF THE ACCOUNT.

Client hereby appoints Trustmark as custodian of certain assets, including cash, negotiable and/or nonnegotiable securities and/or other property (the "Assets") at any time delivered to Trustmark during the term of this Agreement. Trustmark hereby accepts such appointment and agrees to establish and maintain one or more custody accounts (each an "Account" and

collectively the "Accounts") for and in the name of Client to hold therein all Assets deposited with or collected by Trustmark under the terms of this Agreement.

3. ACCEPTANCE OF ASSETS.

a. Trustmark shall accept delivery from and on behalf of Client such Assets as are acceptable to Trustmark. Any Assets now held by Trustmark for Client under a prior custody agreement shall be deemed to have been deposited hereunder. Trustmark shall have no responsibility to (i) determine the validity, genuineness or alteration of the Assets or related instruments delivered pursuant to the terms hereof; (ii) review the Assets; or (iii) provide advice to Client relative to the purchase, retention, sale, exchange, disposition, or call for redemption of the Assets or related instruments. The parties acknowledge that Trustmark is performing the services hereunder merely as a custodian of Client, and this does not relieve Client of its duty to manage and keep itself informed of information affecting its own portfolio.

b. Client authorizes Trustmark, for any Assets held hereunder, to use the services of any Subcustodian it deems appropriate and where it may hold any of its own securities. Assets and cash held through Subcustodians shall be held subject to the terms and conditions of Trustmark's agreement with such Subcustodians. Subcustodians may be authorized to hold Assets in central securities depositories or clearing agencies in which such Subcustodians participate. Unless otherwise required by local law or practice or a particular sub-custodian agreement, Assets deposited with Subcustodians will be held in a commingled account in the name of Trustmark as custodian for its customers. Trustmark shall identify on its books and records the Assets and cash belonging to Client. Trustmark shall have no liability for the acts or failure to act of any such Subcustodian.

c. Whenever Assets (including, but not limited to, warrants, options, tenders, options to tender or non-mandatory puts or calls) confer optional rights on Client or provide for discretionary action or alternative courses of action by Client, Client, or its Authorized Persons, shall be responsible for making any decisions relating thereto and for directing Trustmark to act. Absent Trustmark's timely receipt of such Written Instructions, Trustmark shall not be liable for failure to take any action relating to or to exercise any rights conferred by such Assets. Trustmark will monitor information distributed to holders of Assets about upcoming shareholder meetings, proxies, consents, elections, instructions, directions, approvals and periodic reports (collectively "and act in accordance with Client's Written Instructions in relation to such").

d. Trustmark is authorized to exchange temporary certificates for definitive certificates, and old certificates for new or over-stamped certificates evidencing a change therein.

4. AUTHORIZED PERSONS.

Client shall designate in writing the person(s) permitted to take any actions on the account by furnishing to Trustmark a Certificate of Authorized Persons, which is incorporated herein by reference. That designation is binding on Client until Trustmark receives (and has a reasonable opportunity to act on) written notice from the Client that the designation is amended or terminated. Client shall furnish to Trustmark a new Certificate of Authorized Persons in the event of any change to Client's Authorized Persons. Until such new Certificate is received and Trustmark has a reasonable opportunity to act, Trustmark shall be fully protected in acting upon Oral Instructions and/or Written Instructions of such Authorized Person(s). Trustmark is authorized to follow and rely upon all instructions given by any such Authorized Person(s), will be under no duty to make any investigation or inquiry with respect to any such notice, instruction, direction, or approval received from Client, or Authorized Person(s), and shall not incur any liability to anyone, including, but not limited to, Client, resulting from actions taken by Trustmark in reliance on such instructions.

5. AUTHORIZED INVESTMENT MANAGER(S).

Client may designate in writing one (1) or more duly authorized Investment Manager(s) to conduct activities in Client's Account(s) by furnishing to Trustmark a Certificate of Authorized Investment Manager(s), which is incorporated herein by reference. The Investment Manager may be granted all rights and privileges associated with the Account, or may be limited, at the discretion of the Client and Trustmark. Once established, any transaction or other order received under the Investment

Manager's credentials (user name and password) will be considered authorized and may be accepted, and acted upon, by Trustmark. It is the Client's responsibility to monitor any and all actions of the Investment Manager. It is also the responsibility of the Client to notify Trustmark immediately if the designated Investment Manager is no longer authorized by Client to transact business on the Account. Trustmark assumes no liability or fault for transactions or orders authorized by any Investment Manager unless we have been notified and have had a reasonable time to act in removing or restricted the access of that Investment Manager.

The Investment Manager shall have the ability to designate one or more persons (each a "Designee") to conduct business within the Account (including online access through Trustmark's electronic system of record) on behalf of Client. Trustmark assumes, and has, no liability or responsibility in monitoring the authorization of those Designees, and we may act on any transaction or order initiated by any of those Designees within the rights and privileges assigned to them by the Investment Manager.

6. COLLECTION OF FUNDS.

Trustmark agrees to collect and receive the (1) principal of all Assets when and as the same may mature, be redeemed or be sold upon Client's order, (2) dividends, (3) interest, (4) other income from the Assets, and/or (5) any other cash receipt, as directed in writing by Client, and, unless instructed otherwise in writing, will credit such items to the Account. Charges, if any, will be charged to the Account, unless Client instructs otherwise in writing. Trustmark is authorized to collect, receive and receipt for the principal of all Assets when and as the same may mature, be redeemed, or be sold upon the order of Client. Trustmark will use commercially reasonable efforts to collect the Assets and other property at maturity and at dates of call for payment, and such dividends, interest and other income from the Assets, but assumes no responsibility for its inability to do so due to the acts or omissions of Client, any issuer of Assets or such issuer's paying agent, or any third party. Trustmark shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. Trustmark is hereby authorized to sign, on Client's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends, or other income on Assets. Trustmark will not be liable for the insolvency or default in the payment of principal or interest, or in the performance of the issuer of any Assets.

7. WITHDRAWAL OF ASSETS.

The Assets will be released only upon Trustmark's receipt of Written Instructions from an Authorized Person. Same day processing is available for requests received prior to 1:00 PM Central if there are available funds to fund the request. Transaction requests received on or after 1:00 PM will be processed on the next business day. All transactions scheduled to go on a holiday or day when the markets are closed will be processed the next business day. Trustmark is not obligated to effect any transaction or make any payment in connection therewith unless there are sufficient Available Funds on deposit in the Account or funds have otherwise been made available for current or other expected future payments. If Client has delivered to Trustmark pledged Assets, such pledged Assets will be released only upon the receipt of (i) a written notice by an Authorized Person, (ii) a written release of the pledgee, and (iii) a certificate of Client certifying that the signature of the pledgee is authorized and authentic.

8. STANDARD OF CARE.

Trustmark shall exercise commercially reasonable care expected of a professional custodian for hire in receiving, holding and handling the Assets in its possession or control. Trustmark shall be liable for Client's direct damages to the extent they result from Trustmark's gross negligence or willful misconduct in performing its duties as set out in this Agreement or Trustmark's breach of the standard of care set forth herein. Under no circumstances shall Trustmark be liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such claim may be brought, with respect to the Account, Trustmark's performance under this Agreement, or Trustmark's role as custodian.

9. CLIENT OF DUTIES.

- a. Client may appoint one or more investment managers ("Investment Managers") with respect to the Account by delivering an executed Authorization of New Sub Account Form and an updated Certificate of Investment Manager(s) Form (collectively referred to as "Investment Manager Form"); said Investment Manager Form is incorporated herein by reference and shall remain in effect until Client provides written notice of the revocation/termination of such Investment Manager.
- b. Promptly after each purchase or sale of Assets by Client, an Authorized Person shall deliver to Trustmark Written Instructions specifying all information necessary for Trustmark to settle such purchase or sale. Trustmark shall be entitled to rely upon Written or Oral Instructions actually received by Trustmark and reasonably believed by Trustmark to be duly authorized and delivered. Client agrees that an Authorized Person shall forward to Trustmark Written Instructions confirming Oral Instructions by the close of business of the same day that such Oral Instructions are given to Trustmark. Client agrees that the fact that such confirming Written Instructions are not received or that contrary Written Instructions are received by Trustmark shall in no way affect the validity or enforceability of transactions authorized by such Oral Instructions and effected by Trustmark. In the event that Trustmark shall receive conflicting instructions from one or more of Client's Authorized Persons regarding any particular transaction, Trustmark shall make reasonable efforts to resolve such conflict; provided, however, Trustmark may rely upon the instruction first received by Trustmark, and Trustmark is hereby held harmless from all consequences of such reliance.
- c. If Client utilizes Electronic Services to view Account balances or initiate transactions, Client for itself and its Authorized Person(s) represents that it has read and understands all applicable agreements, disclosures and terms of use including any agreements of Trustmark's third party processors (collectively "Other Agreements") and agrees that the Other Agreements, and any amendments or modifications thereto, are a part of this Agreement and are incorporated by reference herein.
- d. Client is responsible for providing notice to Custodian of any and all changes to its Authorized Person(s) in accordance with Section 4 hereof.
- e. Client is responsible for maintaining Available Funds in the Account for all transactions initiated by Client.

10. TRUSTMARK DUTIES.

- a. Trustmark shall receive or deliver, or shall instruct any Subcustodian to receive or deliver, Assets and credit or debit the Account, in accordance with Oral or Written Instructions from Client. Trustmark or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with Assets held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as Client may direct in properly authorized and timely written instructions to Trustmark.
- b. Trustmark shall supply to Client at periodic intervals, no less than quarterly, a written statement of accounting with respect to all Assets held in the Account. In the event that Client does not inform Trustmark in writing of any exceptions or objections to such statement within sixty (60) days after receipt of such statement, Client shall be deemed to have approved such statement.
- c. All securities and proceeds of securities held by Trustmark pursuant hereto shall be subject to the full and exclusive control of Client, and Trustmark does not assume any obligation to review the securities held by it for Client, or to supervise, advise or recommend to Client the purchase, retention, sale, exchange or deposit in reorganization or otherwise, at any time, unless provided for by a separate written agreement between the parties. Trustmark shall be responsible only as a gratuitous bailee, regardless of whether any compensation for its services is actually paid, and shall give Client securities in its custody the same degree of care and protection it gives its own securities of like kind, and Client agrees that Trustmark shall only be liable for its own gross negligence or willful misconduct for failure to comply with the terms of this Agreement. Trustmark shall not be responsible for the genuineness, alteration or validity of any Client securities, Trustmark shall not be required to carry any

form of insurance for the Account or securities, but Client may carry for its own account such insurance as Client may deem necessary or desirable.

d. At all times during Trustmark's regular business hours and upon receipt of at least five (5) Business Days written notice from Client or Authorized Person(s), any officer or employee of Client, any independent accountant(s) selected by Client who has furnished to Trustmark properly authorized instructions to that effect, and/or any person designated by any regulatory authority having jurisdiction over Client shall be entitled to examine the books and records related to the Account on Trustmark's premises, provided, such examination shall be consistent with Trustmark's obligations of confidentiality to other parties. Trustmark's reasonable costs and expenses in facilitating such examinations, including, but not limited to, the cost to Trustmark of providing personnel in connection with examinations, shall be borne by Client, according to the research fee set forth in the Fee Schedule.

e. Trustmark will promptly transmit to Client upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Assets, and all information relating to exchange or tender offers received from offerors with respect to the Assets. Trustmark is authorized to accept and open on Client's behalf all mail or communications received by it or directed to its care. Trustmark will act in accordance with Client's Written or Oral Instructions in relation to tender offers and/or private placements. Notwithstanding the foregoing, Trustmark shall not be responsible to transmit any of the above supplied to client directly from a third party.

f. Trustmark shall reply to reasonable requests for external audit confirmations of assets held in the Account in a timely manner.

11. FEES AND EXPENSES.

a. Client will pay Trustmark for its services under this Agreement such fees as may be agreed upon in Exhibit A Fee Schedule hereof, and such fees shall be automatically deducted from the Client's account on a monthly basis, 1/12th of the annual fee calculated on the average account balance for the preceding month. Such schedule may be amended from time to time, effective upon 30 days' prior written notice by Trustmark to Client. Trustmark may also charge reasonable out-of-pocket or incidental expenses, including, but not limited to, reasonable legal fees and tax or related fees incidental to processing, charged directly or indirectly by governmental authorities, issuers or their agents. Trustmark will invoice the Client for amounts owing to it and such amounts will be payable within thirty (30) days of the invoice date. Trustmark will be entitled to deduct amounts owing to it from Available Funds in the Account if the Client has not objected to the invoice in writing within thirty (30) days of the date of the invoice (or such other period as the parties may agree in writing). If the Client disputes an invoice, it shall nevertheless pay, or allow Trustmark to deduct, such portion of the invoice that is not subject to a bona fide dispute. Without prejudice to Trustmark's other rights, Trustmark reserves the right to charge interest on overdue amounts from the due date until actual payment at such rate as Trustmark may reasonably determine.

b. If a debit to any currency in the Account results in a debit balance, then Trustmark may, in its discretion, (i) advance an amount equal to the overdraft, (ii) or refuse to settle in whole or in part the transaction causing such debit balance, or (iii) if any such transaction is posted to the Account, reverse any such posting. If Trustmark elects to make such an advance, the advance will be deemed a loan to Client, payable on demand, bearing interest at the applicable rate charged by Trustmark from time to time, for such overdrafts, from the date of such advance to the date of payment (both after, as well as before, judgement) and otherwise on the terms on which Trustmark makes similar overdrafts available from time to time. No prior action or course of dealing on Trustmark's part with respect to the settlement of transactions on Client's behalf will be asserted by Client against Trustmark for Trustmark's refusal to make advances to the Account or to settle any transaction for which Client does not have sufficient Available Funds in the Account.

c. Trustmark shall have a lien on the Assets held in the Account to secure payment of such fees and expenses, taxes and other charges incurred under this Agreement. Client agrees that Trustmark's lien shall be a continuing lien and security interest in and on any Assets at any time held by or through it in accordance with this Agreement, for the benefit of Client or in which Client may have an interest which is then in Trustmark's possession or control or in possession or control of any third party

acting on Trustmark's behalf. Upon failure by Client to cure any overdraft amounts, or to reimburse Trustmark for fees and expenses, taxes and other charges, within 48 hours after the request for payment, fees and expenses paid in overdraft may be charged against Available Funds in the Account. The parties agree that upon Client's receipt of such request for payment, Client shall not transfer or dispose of any securities except as agreed to by the parties until appropriate reimbursement is made. Trustmark shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in the State of Mississippi from time to time with respect to the Assets. Client may not grant a security interest in, transfer, or assign Client's account to anyone other than Trustmark without Trustmark's prior written agreement which agreement may be withheld in Trustmark's sole discretion.

12. INVESTMENT RESPONSIBILITY.

Unless otherwise agreed in writing by Client and Trustmark, Trustmark shall have no investment discretion; all actions shall be sent by Written Instructions from one or more Authorized Person(s). Trustmark's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on Trustmark.

13. POWER OF ATTORNEY.

Trustmark is authorized and empowered in the name of and on behalf of Client to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that Trustmark may fulfill its obligations hereunder as required in connection with any Assets.

14. AMENDMENTS.

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; provided, however, Trustmark may, at any time, in its sole discretion, amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to Client.

15. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

16. COMPLETENESS OF AGREEMENT.

This Agreement and any agreements incorporated herein by reference constitute the full and complete agreement between Trustmark and Client, and no other understanding or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for convenience only and have no effect on a party's responsibilities or liabilities.

17. GOVERNING LAW.

This Agreement shall be governed by the applicable laws of the State of Mississippi without giving effect to the choice of law principals thereof. This agreement is performable in Hancock County, Mississippi and venue for all purposes incident to this agreement shall be in Hancock County, Mississippi.

18. TERMINATION.

This Agreement may be terminated by either Client or Trustmark upon at least thirty (30) days prior written notice to the other. However, upon request of Client, Trustmark shall continue to operate as the holder of securities for Client under the

terms and conditions of this Agreement and subject to Trustmark's then current fee schedule for a period of up to sixty (60) days while Client engages another safekeeping entity. In the event Client does not engage another safekeeping entity within sixty (60) days, Trustmark, at its option, shall have the right to designate, upon prior notice to Client, a successor safekeeping entity, who shall be a bank or trust company with an active, fully staffed trust department with custodial powers, and transfer such Assets to such successor custodian. Client agrees to accept such successor custodian designated by Trustmark as successor custodian and to waive any requirement to sign any acceptance of such successor custodian.

19. NOTICES.

Notices (other than Oral or Written Instructions) under this Agreement will be served by certified mail return-receipt requested, overnight courier service, or hand delivered to the address of the respective party set forth on the signature page of this Agreement, unless notice of a new address is given to the other party in writing. Notice will not be deemed to be given unless it has been received.

20. LEGAL PROCESS.

Trustmark may accept, act on and/or comply with any legal process that Trustmark believes to be valid, whether served in person, by mail, or by facsimile transmission at any of Trustmark's offices. Trustmark may refuse to allow any withdrawals or to honor any instruction or transaction on the Account until the dispute or matter is resolved. "Legal process" includes, but is not limited to, a subpoena, restraining order, injunction, writ of attachment or execution, sequestration, levy, garnishment, tax withholding order, search warrant, seizure, forfeiture or other similar order or procedure relating to Client and/or the Account. Any legal process against Client and/or the Account is subject to Trustmark's right of setoff and Trustmark's security interest in the account. If a bankruptcy or similar proceeding is filed by or against Client, Trustmark may place an administrative hold on part or all of the balance of the Account while Trustmark seeks to have the automatic stay lifted or pending a turnover order.

21. MISCELLANEOUS.

- a. This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. Trustmark shall not be liable in damages for any loss or damage beyond its reasonable control, including, but not limited to acts of God, war or terrorist act, fire, storm, or other catastrophe, interruption of transmission or communication facilities, equipment failure, or electrical or computer failure.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

Trustmark National Bank
By:
Title: Vice-President
Date:

Client Name: City of Diamondhead, Mississippi
By:
Title: Michael Reso, City Manager
Date: 11/3/2021



Institutional Custody Services

As institutional custodians, we provide the highest level of service to a varied and sophisticated client base in taxable and tax-exempt securities issues, master custody, and escrow account needs. We work with Depository Trust Company for securities services. We offer a broad range of services, such as:

- Safekeeping of assets
- Coordinating trades, settlement of securities, and income collection as directed by the client
- Consolidated reporting
- Online, real-time portfolio access
- Capital changes
- Automated cash management
- Proxy execution
- Data extract and loading to third-party vendors
- Personal, hands-on delivery
- Account administered by a Relationship Manager and an Account Administrator
- Oversight by Quality Assurance and Compliance Units
- Performance measurement
- Website access to account information and statements
- Tax withholding and depositing to IRS when necessary

Asset Based Standard Fee on Average Daily Balance	Agreed Upon Fee
Securities Eligible for Standard Industry Trading and Settlement Practices	0.05%
Securities Not Eligible for Standard Industry Trading and Settlement Practices	0.055%
Money Market Sweep Fund****	0.25%
Minimum Annual Asset Based Fee	\$ 1,500

Activity and Maintenance Fees	Agreed Upon Fee
Annual Maintenance Fee for Accounts Holding Securities Not Eligible for Standard Industry Trading and Settlement Practices	\$ 0
Outgoing wire transfers*	\$ 35
Transaction fee physical security free or valued movements**	\$ 100
Transaction fee for untimely trade affirmations and inaccurate trade**	\$ 100
Expedited physical checks	\$ 10
Contributions by Check	\$ 5
Performance measurement services per Account (Marketable Securities only)***	\$ 1,500
Tax Information Services (See addendum)	Service Based

*Outgoing wire instructions received after 1:00 p.m. Central time will be handled on a best efforts basis but may not reach final credit until the following business day. There are no charges for incoming wires, or any ACH transactions. **Trustmark National Bank does not expect any of these type of transactions.

Not requested for these account(s) currently. *On yields above 1.0%.

When an account terminates, a termination fee will be determined based on the actual cost of transfers of securities. Fees are subject to change and are computed and charged on a monthly basis. You will have a choice of an electronic statement or printed statement, plus a comprehensive year-end statement. Expenses calculated separately: domestic and international securities transactions priced at cost; and extraordinary services at an hourly rate: \$75 an hour for an Account Administrator, \$175 an hour for Relationship Manager and \$225 an hour for other managers and Senior Officers. Transaction fees on Foreign Ordinary Securities will be billed separately according to the fees of the respective foreign exchange.

Trustmark Tailored Wealth

Relationship Manager: Bob Hewston

Client Name: _____

Officer Title: _____

Signature _____

Date _____

Signature _____

Date _____

Tax Information Services

(addendum to account fee agreement)

- Tax Return Preparation
 - *Trust Income
 - *Estate Income
 - *Private Foundations
 - *Grantor Letters
 - *Non-Profit Organizations
 - *Split-Interest Trust Information
- Handling tax correspondence from government agencies
- Computing and filing quarterly tax payments
- Computing Tax Projections
- Preparing comprehensive and detailed Tax Worksheets, adjusted for information, reclassification or allocation from reporting investment entities on transactions at a time later for than the occurrence of the original transaction.
- Providing personal guidance on the information in the Tax Worksheet to you or your preparer (with client authorization) to speed the tax preparation process and reviewing the tax return provided to us by the preparer.

Tax Information and Filing Services	Standard Fee
Tax Form 1099 Reporting	\$150
Tax Worksheet Reporting	\$200
Preparation and Filing of Grantor Trust Tax Return	\$250
Preparation and Filing of Simple Trust Tax Return	\$300
Preparation and Filing of Complex Trust Tax Return	\$350
Preparation and Filing of Estate Income Tax Return	\$275
Preparation and Filing of Charitable Remainder Return	\$450
Preparation and Filing of Private Foundation/Non-Profit Tax Return	\$800

Returns filed by Tailored Wealth and prepared by outside tax preparers must be delivered to Trustmark Tailored Wealth Firm Operations by April 5th to allow timely filing and payment of returns to avoid extension filing. Guidance of the timing requirements will be provided to the outside tax preparers. Extraordinary services will be billed at an hourly rate: \$75 an hour for an Account Administrator, \$175 an hour for Relationship Manager and \$225 an hour for other managers and Senior Officers.

The assurance of complete and accurate Tax Worksheets is dependent on the timeliness of investment entities to provide any information that may require transaction adjustments or income allocation. Tax Worksheets will be provided to you or your preparer within a reasonable time after receiving complete information from the reporting investment entities.



Institutional Custody Services

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Tax Information Services (See addendum)	Service Based

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Signature _____

Date _____

Signature _____

Date _____

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(addendum to account fee agreement)

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The assurance of complete and accurate Tax Worksheets is dependent on the timeliness of investment entities to provide any information that may require transaction adjustments or income allocation. Tax Worksheets will be provided to you or your preparer within a reasonable time after receiving complete information from the reporting investment entities.

Certificate of Authorized Persons

CLIENT – ORAL AND WRITTEN INSTRUCTIONS

The undersigned hereby certifies that he/she is the duly elected and acting _____ of
 City of Diamondhead, Mississippi (the "Client"), and further certifies that

1. The Client is a(n) :

TYPE OF ORGANIZATION

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Foundation | <input checked="" type="checkbox"/> Political Subdivision: <u>Mississippi Public Entity</u> |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Unincorporated Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

2. The following individual(s) have been duly authorized in conformity with the Client's Articles of Incorporation, By-Laws, Partnership Agreement, Association Agreement, Operating Agreement, other governance document(s), or as authorized by applicable law, to deliver Oral and Written Instructions on behalf of Client to Trustmark National Bank ("Trustmark") pursuant to the Custody Agreement between Client and Trustmark dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Michael Reso	City Manager	
Jeannie Klein	City Clerk	
Nancy Depreo	Mayor	

This certificate supersedes any certificate of authorized individuals you may currently have on file.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date set forth below.

By:
Signature

Name:
Printed Name

Title:

Date:

Standing Wire and ACH Transfer Instructions Form



CLIENT NAME:

City of Diamondhead, Mississippi

Client Tax Identification No. (TIN):

45-4475966

From time to time, the Client may direct Trustmark Tailored Wealth to wire or ACH transfer funds from a Tailored Wealth account tied to its TIN referenced above to the Client's DDA. By Client signature below, Trustmark may rely upon the following standing wire and or ACH instructions without further authorization or confirmation from the Client or Authorized Person. Client understands and agrees that Trustmark Tailored Wealth's enhanced due diligence procedures will NOT be followed for transfers initiated using the following standing wire instructions, even if the instructions come through electronic mail:

WIRE INSTRUCTIONS	ACH INSTRUCTIONS
Account No.: <input type="text"/>	Account No.: <input type="text"/>
ABA Routing No.: <input type="text"/>	ABA Routing No.: <input type="text"/>
Financial Institution Name <input type="text"/>	Financial Institution Name <input type="text"/>
Financial Institution Street Address <input type="text"/>	Financial Institution Street Address <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>
For Further Credit: <input type="text"/>	For Further Credit: <input type="text"/>
Reference: <input type="text"/>	Reference: <input type="text"/>
Account Short Name: <input type="text"/>	Account Short Name: <input type="text"/>

WIRE INSTRUCTIONS	ACH INSTRUCTIONS
Account No.: <input type="text"/>	Account No.: <input type="text"/>
ABA Routing No.: <input type="text"/>	ABA Routing No.: <input type="text"/>
Financial Institution Name <input type="text"/>	Financial Institution Name <input type="text"/>
Financial Institution Street Address <input type="text"/>	Financial Institution Street Address <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>
For Further Credit: <input type="text"/>	For Further Credit: <input type="text"/>
Reference: <input type="text"/>	Reference: <input type="text"/>
Account Short Name: <input type="text"/>	Account Short Name: <input type="text"/>

Client Authorized Party Signature

Title

Client Authorized Party Printed Name

Date

Identification and Authorization of Third Party Investment Manager Form

CLIENT NAME:

City of Diamondhead, Mississippi

("Client")

Client hereby authorizes Trustmark Tailored Wealth, as Custodian (the "Custodian"), to:

1. Open a sub account(s) styled in the name of the Client and Third Party Investment Manager(s) listed below; and
2. Act upon instructions for asset buys and sells¹, including transfer and/or disbursement of funds, received from any of the individuals identified below to the same extent that the Custodian would act upon the instructions of the Client; and
3. Unless otherwise instructed, process payment of invoices for services rendered by the Investment Manager according to the separate fee agreement signed by the Client and Investment Manager.

This Form shall remain in effect until such time as written notice of revocation is delivered to Trustmark's Trust Custody Department.

I authorize Custodian to accept and act upon instructions or inquiries received via telephone, facsimile, and/or electronic access from any person(s) identified below within the following Tailored Wealth Accounts. I understand that instructions accepted pursuant to this authorization are binding on Client as though provided by Client to Custodian. Client accepts all liability which may arise as a result of the investment/allocation instructions, as well as instructions to deduct investment advisor fees, and agrees to hold Custodian harmless against any loss, cost or expense arising out of any instructions effected.

Tailored Wealth Account No.:	Third Party Investment Manager:	Contact Name:
	Trinity Capital Investors	Jeff Wilson & Scott Wilson
	Trinity Capital Investors	Title:
		President & Vice President
		Email Address:
		jswilson@trinitycap.net scott@trintycap.net
		Telephone No.:
		601-956-3511

Tailored Wealth Account No.:	Third Party Investment Manager:	Contact Name:
		Title:
		Email Address:
		Telephone No.:

Client or Authorized Party Signature

Date

Client or Authorized Party Printed Name

Title

¹From time to time, Custodian may receive instructions from the Third Party Investment Manager to buy/sell between accounts for which the Third Party Investment Manager has authority. Custodian has authority to perform those transactions without further disclosure to Client.