

**AMENDMENT NO. 2 – TERM EXTENSION
TO AGREEMENT FOR GOVERNMENT BANKING SERVICES**

This Amendment No. 2 – Term Extension of the Agreement for Government Banking Services (“Amendment #2”) is made as of _____ (“Effective Date”) by and between DeKalb County School District (the “Client”) and Bank of America, N.A., a national banking association (the “Bank”).

RECITALS

1. Dated July 1, 2022, Client and Bank entered into that certain Agreement for Government Banking Services, as amended including by that certain Amendment No.1 of July 10, 2025 (the “Agreement”).
2. The term of the Agreement started on July 1, 2022, expiring on June 30, 2023 (“Term”).
3. In accordance Section 3. Term, the Agreement includes 4 one year’s extension options upon mutual written consent.
4. As of the date of this Amendment #2, the Client continues to purchase, and Bank continues to provide the Services, and each party hereby confirms its written consent to utilizing the 4th one-year extension option.

NOW THEREFORE, for a valuable consideration, Client and Bank hereby mutually agree to utilize the 4th extension option of the Term of the Agreement as follows:

1. Definitions: Capitalized terms used but not defined in Amendment #2 will have the definitions and meanings given to them in the Agreement.
2. Representations: Each party represents and warrants to the other party that Amendment #2 has been duly authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. Amendment- Term Extension: The Term is hereby extended utilizing the 4th one-year extension option. And the extended Term shall continue through and including June 30, 2027, unless terminated earlier or extended further by either party in accordance with the Agreement, including the pertinent provisions of the T&C.
4. Ratification: All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties, and this Amendment #2, whose terms shall prevail in the event of any inconsistency with the Agreement, may be executed in counterparts and delivered by fax or other electronic means.
5. Severability. Should any provision of this Amendment #2 be deemed illegal or otherwise unenforceable, that provision shall be severed, and the remainder of this Amendment #2 shall remain in full force and effect. The waiver of any right or election of any remedy in one instance, by either party, shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 by their duly authorized representatives as of the date first set forth above.

DEKALB COUNTY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Address: _____
City: _____
Date: _____

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____
Address: _____
City: _____
Date: _____