

## CONTRACT MODIFICATION AGREEMENT

Date: December 5, 2023

Contract No.: 13-221-0001-HRS – Lot 1 Banking Services

Modification No.: 2

Issued By: OLD DOMINION UNIVERSITY (“Client”)  
Department of Material Management  
4401 Powhatan Avenue, Suite 111  
Norfolk, VA 23529-0308

Contractor: BANK OF AMERICA (“Bank”)  
South Tryon Street  
Charlotte, NC 28255

This Modification No. 2 (“Contract Modification #2”) is entered into pursuant to Section IV. “General Terms and Conditions”, Paragraph N. “Changes to the Contract”, as follows:

### DESCRIPTION OF MODIFICATION:

WHEREAS, Bank and Client are parties to certain Contracts for Services dated January 1, 2013, as previously supplemented and amended by Modification #1 dated August 19, 2013, collectively the “Agreement”, and the parties desire to amend the Agreement in certain respects more specifically, to extend its term, as follows.

#### I. PREVIOUS MODIFICATIONS:

Unless (i) specifically addressed herein, and/or (ii) conflicts with provisions of this Contract Modification #2, the Agreement shall continue in full force and effect through the term of this Contract Modification #2. The parties hereby agree that the terms and conditions set forth herein shall apply to all services referenced in the Agreement, as modified by the Contract Modification #1 and #2.

#### II. SPECIFIC CHANGES and OBLIGATIONS:

1. Term and Termination: The Agreement, as specified herein, shall be extended under this Contract Modification #2 from January 1, 2024, and continue in full force and effect until June 30, 2024, unless otherwise modified and/or terminated by either party as set forth below. The Agreement and any and all services and Services may be suspended, terminated or modified as provided for in Contract Modification No.1, and further described in the T&C. For the avoidance of doubt, each party acknowledges and agrees that all references to the termination and cancellation made within Contract Modification No.1 are intended to apply to all services in connection with the Agreement.
  
2. ASSIGNMENT: Neither Client nor Bank shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this

Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company. The parties agree to use reasonable efforts to notify the other party of any such assignment.

III. ENTIRE AGREEMENT AND AMENDMENTS:

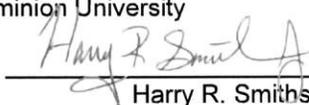
The Agreement, together with this Contract Modification #2, represents the entire agreement between the parties. Except as provided for in the Agreement, the terms of this Contract Modification #2 may not be changed, modified, or amended except by a writing signed by both parties.

IV. GOVERNING LAW:

This Contract Modification #2 shall be governed by the law of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification #2 to be signed by their duly authorized representatives:

BANK:  
Bank of America  
By:   
Kevin M. Larkin  
Title: Senior Vice President  
Date: December 20, 2023

CLIENT:  
Old Dominion University  
By:   
Harry R. Smithson, Jr.  
Title: Assistant Director, Procurement Services  
Date: December 19, 2023