

November 12, 2024

Mr. Todd Slatin
Division of Central Purchasing
Lexington-Fayette Urban County Government
Government Center
200 East Main Street
Lexington, Kentucky 40507

Re: Extension Letter Agreement

Dear Mr. Slatin:

Lexington-Fayette Urban County Government (the “Customer”) and JPMorgan Chase Bank, N.A. (the “Bank”) previously entered into a banking services letter agreement dated March 22, 2018 (the “Agreement”, as extended and amended). This extension letter agreement will confirm that the parties wish to extend the term of the Agreement for one (1) additional five (5) year period commencing March 2, 2025, until March 1, 2030 (“Extended Term”), with an option to renew for five (5) additional one (1) year terms thereafter, or for such longer term upon mutual agreement of the Customer and the Bank, unless earlier terminated as provided in the account documentation, with such renewal period subject to changes to pricing and other terms and conditions as mutually agreed. Updated pricing terms as agreed between the parties, if any, are hereby incorporated by reference and made a part of this letter agreement. All other terms and conditions as contained in the Agreement will remain as stated in the Agreement.

In the event the Agreement is not formally renewed by the end of the Extended Term or by the end of a term beyond the Extended Term, and the Bank continues providing Services to the Customer, the term of the Agreement shall extend on a month-to-month basis. The Bank may, with notice to the Customer, permit one or more additional government entities or political subdivisions (“Additional Parties”) to participate in and utilize the Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other Additional Party to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize the Agreement.

The parties each represent and warrant that this letter agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this letter agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.

[Signature page follows]

Very truly yours,

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: Authorized Officer

Accepted and agreed:

Lexington-Fayette Urban County Government

By: _____

Name: _____

Title: _____