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AMENDMENT #2 TO THE FOOD SERVICE AGREEMENT

This Amendment is made and entered into by and between Holyoke Community Charter School ("Client"), and TRIO Community Meals, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain FOOD SERVICE AGREEMENT (the "Agreement"), effective July 1, 2024;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2026. This will be the 2nd renewal of 2 renewal extensions.
2. **Payment Arrangement.** Per section 7.6 of the Agreement, in consideration for services provided to the Client, pricing at section 7.1 shall be amended to reflect that Company shall charge the Client as follows:

Meal Type	Rate Per Meal, Plus Applicable Sales Tax
Breakfast	$2.68
Lunch	$4.52

3. **Future Pricing.** Section 7.6 of the Agreement shall be amended to the following language: Pricing adjustments shall be made automatically on an annual basis at a rate no less than the greater of three percent (3%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect.

4. **Change in Conditions.** Section 7.5 of the Agreement shall be amended to the following language: The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

5. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

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6. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall prevail with respect to matters expressly set forth in this Amendment, and the Agreement shall prevail with respect to all other matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in the Agreement or this Amendment, shall be of any force or effect.

7. Except as expressly amended herein, all other terms of the Agreement are hereby ratified and confirmed and will continue in full force and effect, and the parties hereby ratify and confirm the terms of the Agreement, as modified by this Amendment.

8. **Counterparts; Electronic Delivery.** This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document with the same effect as if such signatures were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Amendment may be executed electronically.

This Amendment is effective as of July 1, 2026.

CLIENT: Holyoke Community Charter School

Signature: Dr. Sonia C. Pope

Name: Dr. Sonia C. Pope

Title: School Principal

Date: 6-30-2026

COMPANY: TRIO Community Meals, LLC

Signature: DocuSigned by: John Kirk DB78206A0E0A49A...

Name: John Kirk

Title: President

Date: 7/24/2026