

AMENDMENT TO THE FOOD PREPARATION AGREEMENT

This Amendment is made and entered into by and between Houston Galveston Area Council Agency Area on Aging Providers ("Client"), and TRIO Community Meals, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Preparation Agreement (the "Agreement"), effective January 1, 2015;

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 October 1, 2025.
2. **Payment Arrangement.** In consideration for services provided to the Client, pricing shall be amended to reflect that Company shall charge the Client as follows:

Average Combined Bulk and Pre-plated Daily Meals prepared at TRIO's Houston Central Kitchen	Pre-Plated Congregate and HDM Meal Rates Current	Pre-Plated Congregate and HDM Meal Rates October 1, 2025
1000-1999	\$5.94	\$6.16
2000-2999	\$5.55	\$5.76
3000-3999	\$5.23	\$5.43
4000-4999	\$4.92	\$5.11
5000-5999	\$4.74	\$4.92
6000-6999	\$4.69	\$4.87
7000-7999	\$4.67	\$4.85
8000 and above	\$4.65	\$4.83

Meal Type	Rate per Meal Currently	Rate per Meal October 1, 2025
Traditions Frozen Meals 2 Pack	\$4.73	\$4.88
Shelf Stable for All	\$4.12	\$4.25
Traditions Frozen Delights Meals 5 packs and 3 packs	\$4.52	\$4.67

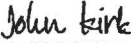
3. **Payment Method.** Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.
4. **Future Pricing.** 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.
5. **Change in Conditions.** 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.

This Amendment is effective as of October 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COMPANY: TRIO Community Meals, LLC

DocuSigned by:



Signature: _____
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Name: John Kirk

Title: President

Date: 7/23/2025

CLIENT: Helping One Another

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT: Actions, Inc. of Brazoria County

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT: Wharton County Junior College – Colorado/Wharton

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT: Galveston County Senior Citizens

Signature: 

Name: **Mark Henry**

Title: **County Judge**

Date: **August 18, 2025**

CLIENT: Chambers County Public Hospital District No. 1

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT: Economic Action Committee (Bay City)

Signature: _____

Name: _____

Title: _____

Date: _____