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September 29, 2026

Dr. Rodney D. Smith
Sr. Vice President and Chief Administration Officer
Texas Southern University
3100 Cleburne Street
Houston, Texas 77004

Re: Interim Letter of Agreement

Dear Dr. Smith:

This Interim Letter of Agreement (this "Interim Agreement") is intended to memorialize an interim arrangement between Texas Southern University (**"Client"**) and SodexoMagic, LLC ("**SodexoMagic**") relating to food service management at Texas Southern University, 3100 Cleburne Street, Houston, Texas 77004 (the "**Facility**").

Client and SodexoMagic have agreed to negotiate a certain Management Agreement for the provision of food, catering, and retail sales (collectively referred to herein as the "Services"") at the Client's Facility, which will include at least terms and conditions that are the same, or substantially similar to those listed in paragraphs 1 through 11 below.

The parties agree to negotiate in good faith the terms and conditions of the Management Agreement over an eighteen (18) day period following the date this Interim Agreement is accepted by Client and SodexoMagic. During the pendency of negotiations of the Management Agreement, the relationship shall be governed by this Interim Agreement.

By this Interim Agreement, SodexoMagic is authorized to make the necessary expenditures to prepare for and to commence the above stated Services. Any additional expenditures will be agreed upon by SodexoMagic and Client in advance.

In the event that negotiations in connection with the Management Agreement do not result in a mutually acceptable agreement, which acceptance shall be at each party's sole, absolute and exclusive discretion, either Client or SodexoMagic shall have the right to notify the other party of its intent to terminate this Interim Agreement with ten (10) days' prior written notice; provided, further, that SodexoMagic shall work reasonably with Client to ensure a smooth transition to a replacement service provider. Additionally, any amounts expended by SodexoMagic relating to pre-opening which have been approved by Client shall be reimbursed in full by Client.

Subject to the eventual execution of the Management Agreement, SodexoMagic and Client intend that the Interim Agreement will be governed by the following:

1. Term. The Services will commence on October 1, 2026 and will continue through December 31, 2026. Either party will be permitted to terminate the Interim Agreement, without cause, upon ten (10) days' prior written notice, or such other time as reasonably negotiated between the parties. The Management Agreement will contain termination provisions related to "for cause" terminations reasonably negotiated between the parties.

2. Employees. SodexoMagic shall provide management employees to supervise the Services. All non-management Services employees shall be employees of SodexoMagic.

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3. Financial Arrangement. In consideration of the Services provided by SodexoMagic herein, SodexoMagic shall collect and deposit any Gross Sales from the Services and pay all Operating Expenses. Any Surplus or Deficit from the Services shall be for Client's account. SodexoMagic shall invoice Client for all Operating Expenses in connection with the Services.

A. Operating Expenses. All costs, Charges and expenses incurred in connection with the Services including, but not limited to, the following:

i. The invoiced amounts to SodexoMagic for goods and services, including food, beverages, merchandise, cleaning products, chemicals, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (6%) of such invoiced amounts. Many of SodexoMagic's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to SodexoMagic based on SodexoMagic 's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by SodexoMagic.

ii. SodexoMagic's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;

iii. Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, any Investment made pursuant to the terms of this Interim Agreement, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, other insurance related to the Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Services, third party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, minor equipment, repair and maintenance of SodexoMagic-supplied equipment, sales, use and other taxes related to the Services (other than taxes collected and remitted by SodexoMagic to a taxing authority), training expenses (including travel) for employees assigned to the Services, criminal background investigations and drug screenings for SodexoMagic's employees assigned to the Services at the Premises, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Net Sales, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Services; and

iv. Travel expenses including airfare, hotel, meals, car rental, mileage and other miscellaneous travel expenses, provided such travel expenses are booked at the most reasonable, economy class bookings.

B. Opening Expenses. SodexoMagic shall invoice Client for expenses incurred by SodexoMagic relating to the commencement of the Services. Payment will be due within fifteen (15) days. Client shall pay interest on amounts not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

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C. Management Fee. Client shall pay SodexoMagic a "Management Fee" equal to fifteen percent (15%) of Net Sales each year. The Management Fee shall be prorated for any partial Accounting Period.

4. Billing Terms. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall submit to Client an invoice for amounts due under this Interim Agreement. Client shall pay the invoiced amount within fifteen (15) days after the invoice date. No later than thirty (30) days after the end of each Accounting Period, SodexoMagic shall pay Client any amounts due under this Interim Agreement. In addition, SodexoMagic shall provide weekly invoices to Client for catering services. Such invoices shall be due fifteen (15) days from date of invoice. Client shall pay interest on all overdue invoices at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law.

5. Definitions. The capitalized terms used herein shall have the following meanings:

Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

Charge. A fee established by SodexoMagic for goods or services provided by SodexoMagic.

Deficit. The excess of the total of Operating Expenses and Management Fee over Net Sales.

General Support Services Allowance. An allowance for SodexoMagic overhead for (i) the supervision of and technical support for SodexoMagic employees by executives not assigned to the Services operation, and (ii) general support provided by SodexoMagic 's accounting, tax and internal audit departments and (iii) training and development, quality review, and research and development.

Gross Sales. All sales of food, beverages, goods, merchandise and services in the Services, including sales taxes.

Net Sales. All sales of food, beverages, goods, merchandise and services in the Services, excluding sales taxes.

Surplus. The excess of Net Sales over the total of Operating Expenses and Management Fee.

6. Agreement Not to Hire. Client acknowledges that SodexoMagic's salaried employees are essential to SodexoMagic's core business of providing management services and are familiar with SodexoMagic's operating procedures and other information proprietary to SodexoMagic. Therefore, Client shall not, without SodexoMagic's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment in any facility owned or controlled by Client, of any person who is or has been a SodexoMagic salaried employee assigned to the Services at the Premises, within the earlier of one (1) year after such employee terminates employment with SodexoMagic or within one (1) year after termination of this Interim Agreement. If Client hires, makes any agreement with or permits employment of any such employee in any Client operation providing services within the restricted period, it is agreed by Client that SodexoMagic shall suffer damages and Client shall pay SodexoMagic as liquidated

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damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each employee hired by Client. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Interim Agreement.

7. Indemnification.

7.1 SodexoMagic shall defend, indemnify, and hold harmless the Client, Texas Southern University, the State of Texas, the TSU Board of Regents, and their respective officers, employees, and agents (collectively, "University Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of SodexoMagic or its employees, agents, or subcontractors in the performance of their obligations under this Agreement.

7.2 Client shall defend, indemnify, and hold harmless SodexoMagic from and against claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the sole negligence or willful misconduct of Client's employees in the performance of their obligations under this Agreement, subject to the limitations and immunities applicable to Texas state agencies under the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Ch. 101) and without waiver of sovereign immunity.

7.3 Notwithstanding the foregoing, with respect to property damage, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies. This clause shall survive termination of this Interim Agreement.

7.4 Nothing in this Agreement shall be construed as a waiver of the Client's sovereign immunity or any other immunity or limitation on liability afforded to the University under Texas or federal law.

8. Consequential Damages. To the extent permitted by the Constitution and laws of the state of Texas, in no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damages in advance.

9. Insurance. SodexoMagic and Client shall maintain Workers' Compensation Insurance required by state law and Employers' Liability in the amount of One Million Dollars ($1,000,000.00) each accident covering their respective employees who are connected with the Services.

SodexoMagic shall maintain during the term of this Interim Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of SodexoMagic under this Interim Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy. Client shall be named as an additional insured under SodexoMagic 's policies of insurance defined in this Section 9 to the

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extent Client is indemnified pursuant to Section 7. Such additional insured status may be granted by blanket additional insured provision.

10. Authority. Each individual executing this Interim Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Interim Agreement on behalf of such party and that this Interim Agreement is binding upon Client and SodexoMagic in accordance with its terms.

11. Electronic Signatures. The parties agree that this Interim Agreement, and subsequent Interim Amendments, may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

This Interim Agreement, the terms hereof, and all information exchanged between the parties relating to this Interim Agreement and the Management Agreement shall be treated as confidential information and may not be disclosed by either party under any circumstances (except with respect to disclosures to their trustees, directors, officers, employees, agents, consultants and attorneys involved in negotiating and approving the Management Agreement which disclosure is necessary for such parties to perform their functions) without the prior written consent of the other party not disclosing the information.

Except as expressly provided in this Interim Agreement, no person or entity is intended or shall be deemed or determined to be a third party beneficiary of this Interim Agreement or the Management Agreement.

The rights and obligations contained in this Interim Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

The parties acknowledge that this Interim Agreement constitutes the binding obligation of each party hereto to negotiate in good faith, the terms and conditions of a Management Agreement, and in consideration of the specific numbered paragraphs of this letter.

Sincerely,

SODEXOMAGIC, LLC

By: Signed by: Charles Johnson 2439FCFA15B645B...
Charles Johnson
President

Acknowledged and Agreed as of this 1.00 day of October 2026, 2026

TEXAS SOUTHERN UNIVERSITY

By: Signed by: Dr. Rodney D. Smith C7D140153F20415...
Dr. Rodney D. Smith
Senior Vice President and Chief Administration Officer

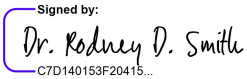
Certificate Of Completion

Envelope Id: FA62D579-CDB7-8CDC-8127-571146320B0D
Status: Completed
Subject: SodexoMagic/Texas Southern University Interim Letter of Agreement
Source Envelope:
Document Pages: 5
Signatures: 2
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Terri Divers
915 Meeting St
15 Floor
North Bethesda, MD 20852
terri.divers@sodexo.com
IP Address: 208.87.234.201

Record Tracking

Status: Original
9/30/2026 3:45:51 PM
Holder: Terri Divers
terri.divers@sodexo.com
Location: DocuSign

Signer Events	Signature	Timestamp
Charles Johnson Charles.Johnson@SodexoMagic.com President SodexoMagic Security Level: Email, Account Authentication (None)	Signed by:  2439FCFA15B645B... Signature Adoption: Pre-selected Style Using IP Address: 208.87.236.151	Sent: 9/30/2026 3:59:19 PM Viewed: 9/30/2026 5:41:34 PM Signed: 9/30/2026 5:42:10 PM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 5:41:34 PM ID: 87dbdaf6-e843-4221-8f92-1d939579635a		
Dr. Rodney D. Smith Rodney.smith@tsu.edu Interim SVP and CAO Security Level: Email, Account Authentication (None)	Signed by:  C7D140153F20415... Signature Adoption: Pre-selected Style Using IP Address: 2601:2c3:cd00:2d60:c5f2:15e:499c:df7e	Sent: 9/30/2026 5:42:12 PM Viewed: 9/30/2026 10:32:21 PM Signed: 9/30/2026 10:34:09 PM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 10:32:21 PM ID: cb68aded-a7e4-4e61-89e9-35d0855486e8		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Charles Diggs, III Charles.DiggsIII@sodexo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/30/2026 3:51:54 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Jennifer Boyd jennifer.boyd3@sodexo.com Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2026 3:51:55 PM
Kahlicia Pettus Kahlicia.Pettus@sodexo.com Vice President Finance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/17/2026 3:17:21 PM ID: a5391643-8ae7-4415-a05f-c618b47edd85	COPIED	Sent: 9/30/2026 3:51:56 PM
Kelli Keegan-Moring Kelli.Keegan-Moring@sodexo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/8/2025 9:50:01 AM ID: 2617e900-e320-458c-8b0d-64933970e2d9	COPIED	Sent: 9/30/2026 3:51:56 PM
Murat Bora Murat.bora@sodexo.com District Manager Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/25/2026 5:54:22 PM ID: 7e9398cf-cb82-4644-baa9-8c8563d968f2	COPIED	Sent: 9/30/2026 3:51:57 PM Viewed: 9/30/2026 4:02:32 PM
Terri Divers terri.divers@sodexo.com Sodexo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2026 3:51:54 PM Resent: 9/30/2026 10:34:16 PM
Yolanda Brent Yolanda.Brent@sodexo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/30/2026 5:00:16 PM ID: bf12673e-7b9e-4346-aae5-7a175c80a1fe	COPIED	Sent: 9/30/2026 3:51:57 PM
Stacey Wrazen Stacey.Wrazen@sodexoMagic.com Chief Financial Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2026 3:58:13 PM ID: 4b67c59e-ab6a-4741-a470-f70fc5680c3c	COPIED	Sent: 9/30/2026 3:59:20 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2026 3:51:57 PM
Certified Delivered	Security Checked	9/30/2026 10:32:21 PM
Signing Complete	Security Checked	9/30/2026 10:34:09 PM
Completed	Security Checked	9/30/2026 10:34:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SODEXO OPERATIONS LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SODEXO OPERATIONS LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: elizabeth.xiong@sodexo.com

To advise SODEXO OPERATIONS LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elizabeth.xiong@sodexo.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from SODEXO OPERATIONS LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elizabeth.xiong@sodexo.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SODEXO OPERATIONS LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to elizabeth.xiong@sodexo.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SODEXO OPERATIONS LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SODEXO OPERATIONS LLC during the course of your relationship with SODEXO OPERATIONS LLC.