Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

August 5, 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 August 13, 2026 and will continue through September 4, 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.

Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

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.

Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

C. Management Fee. Client shall pay SodexoMagic a "Management Fee" equal to twelve percent (12%) 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

Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

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

Docusign Envelope ID: 18DD4067-7AFE-8535-8358-5DB4D77F65D6

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

Signed by:
By: Charles Johnson
2439FCFA15B045B...
Charles Johnson
President

Acknowledged and Agreed as of this 10.00 day of August, 2026

TEXAS SOUTHERN UNIVERSITY

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