

## **RENEWAL AGREEMENT NUMBER (2)**

This renewal agreement number (2) is made and entered into by Woodland School District No. 404 (the “SPONSOR”) and Sodexo America, LLC, hereafter called the Food Service Management Company (FSMC).

### **W I T N E S S E T H:**

WHEREAS the SPONSOR and FSMC are parties to a certain Agreement, dated August 26, 2022, and

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Section 1.3 is deleted and replaced by the following:

Term of the Contract. The term of this contract shall be for one (1) year beginning on September 1, 2024, and continuing until August 31, 2025. The contract is subject to two (2) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)] Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

2. Section 6.1 is deleted and replaced by the following:

Billing for Fixed Price Per Meal. The SPONSOR and the FSMC have mutually agreed upon the fixed price per meal equivalent(s) as follows:

A. NSLP	\$2.448
B. SBP	\$2.448
C. SFSP	\$2.448
D. CACFP	\$2.448

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away from Home for the 12-month period ending March of the current contract year.

3. Section 6.6 is deleted and replaced by the following:

Guarantee. Both parties shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve a deficit of no more than One Hundred Twenty-Three Thousand Three Hundred Seventy-Four Dollars (\$123,374.00). The deficit shall be defined as the amount by which all actual and direct operating costs incurred by the LEA (including the Fixed Price Per Meal for all meals served and LEA labor and other expenses totaling Seven Hundred Fifty Thousand Dollars (\$750,000.00), as outlined in Attachment 1, FSMC’s Financial Pro Forma) exceed the generated program revenues. Generated program revenues include student cash sales, state reimbursement funds, federal reimbursements from lunch, breakfast, snack, and supper meals, adult sales, special

functions, summer meals and the value of commodities received. If the annual deficit for the Food Service program is greater than One Hundred Twenty-Three Thousand Three Hundred Seventy-Four Dollars (\$123,374.00), FSMC shall reimburse LEA the difference, up to a maximum of Twenty-Five Thousand Dollars (\$25,000.00) for the 2024-2025 school year. If the LEA makes a net profit in the food service account after deducting operating and indirect expenditures from all food service receipts and all federal and state meal reimbursements, the LEA must deposit the net income back into the food service account.

For the avoidance of doubt, the financial guarantee herein shall be calculated as follows: all program revenues including student cash sales, federal and state reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the value of commodities received less (i) the Fixed Price for all meals served, and (ii) LEA labor and other program expenses as outlined in FSMC's Financial Proforma.

4. The term of this renewal agreement is effective September 1, 2024
5. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this renewal agreement as of the dates written below:

**Woodland School District No. 404**

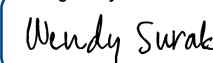
By: \_\_\_\_\_

Name: Asha Riley

Title Superintendent

Date: \_\_\_\_\_

**Sodexo America, LLC**

Signed by:  
  
\_\_\_\_\_

Name Wendy Surak

Title: Vice President

Date: 7/28/2024

Attachment 1  
Financial Proforma 2024-2025 School Year  
**Woodland School District**  
**Nutrition Services**  
**Projected Budget 2024-25**

<b>I. RESOURCES:</b>				<u><b>Dollars</b></u>
<b>Local Sales:</b>				
	Student Lunch Sales			\$170,499
	Student Breakfast Sales			\$22,157
	Student and Adult Ala Carte & Catering Cash Sales			\$19,031
	Total Local Sales			\$211,687
<b>Reimbursements:</b>				
	Student Lunch USDA			\$726,624
	Student Breakfast USDA			\$195,364
	Summer Food Service Program			\$15,964
	State Lunch Matching Rate			\$19,031
	Total Reimbursements			\$956,983
	<b>Total Resources</b>			<b>\$1,168,670</b>
<b>II REQUIREMENTS:</b>				
<b>LEA Paid Expenses</b>				
	LEA Annual Labor Costs: (provided by the district)			\$735,001
	LEA Annual Indirects Costs: (used LY budget #)			\$16,000
	<b>Total LEA Paid Costs</b>			<b>\$751,001</b>
<b>III REQUIREMENTS CONT.</b>				
<b>FSMC Fixed Price per Meal Charge</b>		<b>Total Meals</b>	<b>*CPM Fixed Price</b>	
	NSLP Lunch per Meal Charge	198,688	X \$ 2.448	\$486,388
	SBP Breakfast per Meal Charge	46,597	X \$ 2.448	\$114,069
	NSLP Snack per Meal Charge	-	X \$ 2.448	\$0
	SFSP Lunch per Meal Charge	2,200	X \$ 2.448	\$5,386
	SFSP Breakfast per Meal Charge	667	X \$ 2.448	\$1,633
	NSLP Meal Equivalent per Meal Charge @\$4.63	4,110	X \$ 2.448	\$10,062
	<b>Total Meals for Fixed Price per Meal Charge</b>	<b>252,262</b>		
<b>Total FSMC Fixed Price Charge</b> (fixed price per meal increased by CPI of 4.2%)				<b>\$617,538</b>
<b>Total Requirements</b>				<b>\$1,368,539</b>
<b>IV FSMC Credit for Commodities Received as per USDA Regulations*</b>				<b>(\$76,495)</b>
<b>V Projected Net Gain/(Loss) to LEA</b>				<b>(\$123,374)</b>

\*CPM: Cost Per Meal, include: Reimbursable Lunches calculated at (1 for 1), Reimbursable Breakfasts at (1.5 for 1), Reimbursable Snacks at (4 for1), Equivalent Meals at (\$4.63 for 1)

The estimated food and supplies costs set forth in FSMC's Pro Forma submitted with FSMC's Financial Proposal are based on FSMC's estimated invoiced costs without reduction for rebates, credits, discounts and allowances (collectively, "Allowances"). The estimated value of Allowances, although not shown on the Pro Forma submitted by FSMC, have been utilized in formulating the Fixed rate per meal, and FSMC's retention of such amounts allows it to offer a competitive Fixed rate per meal while limiting additional consulting fees, management fees, and overhead costs. Estimated insurance costs are based on average manual rates for insurance in the geographical area

of the premises. FSMC's fixed rate per meal set forth in this Proposal is fully compliant with FNS-2007-003 R1N 0584-AD38 Procurement Requirements for the National School Lunch, School Breakfast and Special Milk Programs, per the Food and Nutrition Services, USDA, Final Rule, dated Wednesday, October 31, 2007.

Data provided in this Financial Pro Forma with respect to FSMC's operating expenses is provided for informational purposes only. Variances between the amounts set forth in FSMC's Financial Pro Forma and the actual operating expenses will not cause any additional charges, credits or changes to the fixed rate per meal charged to the LEA.

ATTACHMENT A: SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds \$25,000.

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Sodexo America, LLC

Business Name

Wendy Surak Senior Vice President

Names(s) and Title(s) of Authorized Representative(s)

Signed by:  
Wendy Surak

7/28/2024

Signature(s)

Date

**ATTACHMENT B: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES**

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Sodexo America, LLC 915 Meeting Street Suite 1500-Law Dept  
North Bethesda, MD 20852

**Name/Address of Organization**

Wendy Surak Senior Vice President

**Name/Title of Submitting Official**



**Signature**

7/28/2024

**Date**

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective primary participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards undergrants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A</div> <ul style="list-style-type: none"><li>a. contract</li><li>b. grant</li><li>c. cooperative agreement</li><li>d. loan</li><li>e. loan guarantee</li><li>f. loan insurance</li></ul>	<b>2. Status of Federal Actions</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A/B</div> <ul style="list-style-type: none"><li>a. bid/offer/application</li><li>b. initial award</li><li>c. post-award</li></ul>	<b>3. Report Types:</b> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">A</div> <ul style="list-style-type: none"><li>a. initial filing</li><li>b. material change</li></ul> <b>For Material Change Only:</b> Year <input style="width: 50px;" type="text"/> quarter <input style="width: 50px;" type="text"/> Date of last report <input style="width: 150px;" type="text"/>
<b>4. Name and Address of Reporting Entity:</b> Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 915 Meeting St. Suite 1500 – Law Department North Bethesda, MD 20852 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and A</b>  <b>Address of Prime:</b>  Congressional District, if known: N/A
<b>6. Federal Department/Agency:</b> U.S. Congress, Department of Defense, White House, EPA, USDA		<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: <input style="width: 150px;" type="text"/>
<b>8. Federal Action Number, if known:</b> Unknown		<b>9. Award Amount, if known:</b> \$ <input style="width: 100px;" type="text" value="Unknown"/>
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): Sodexo Operations, LLC, on behalf of itself and all its affiliates and subsidiaries. 915 Meeting St. Suite 1500 – Law Department North Bethesda, MD 20852		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  McGlockton, Joan R.
<b>(attach Continuation Sheet(s) S F-LLL-A, if necessary)</b>		
<b>11. Amount of Payment</b> (check all that apply): <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> (check all that apply):  <div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><ul style="list-style-type: none"><li>a. <input type="checkbox"/> retainer</li><li>b. <input type="checkbox"/> one-time fee</li><li>c. <input type="checkbox"/> commission</li><li>d. <input type="checkbox"/> contingent fee</li><li>e. <input type="checkbox"/> deferred</li><li>f. <input checked="" type="checkbox"/> other, specify:</li></ul></div><div style="border: 1px solid black; padding: 5px; flex: 1; margin-top: 10px;">In House Government Affairs Department</div></div>
<b>12. Form of Payment</b> (check all that apply): <div style="display: flex; align-items: flex-start;"><div style="flex: 1;"><ul style="list-style-type: none"><li><input type="checkbox"/> a. cash</li><li><input type="checkbox"/> b. in-kind; specify: nature value</li></ul></div><div style="border: 1px solid black; flex: 1; margin-top: 10px;"><div style="height: 20px; width: 100%;"></div><div style="height: 20px; width: 100%;"></div></div></div>		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment indicated on item 11:</b>  Sodexo has not conducted any lobbying activities related to this or any other federal contract. Lobbying activities focus on general issues being addressed by the federal government.		
<b>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</b>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      Signed by: _____		
<b>16. Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		<b>Signature:</b> <b>Print Name:</b> <input style="width: 150px;" type="text" value="Wendy Surak"/> <b>Title:</b> <input style="width: 150px;" type="text" value="Senior Vice President"/> <b>Telephone No.:</b> <input style="width: 100px;" type="text" value="509-385-5902"/> <b>Date:</b> <input style="width: 80px;" type="text" value="7/28/2024"/>
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form - LLL</b>

Certificate Of Completion

Envelope Id: 2AE84B4A5857400FAEC7768800F218E9

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Signatures: 4

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Elizabeth Lucas

915 Meeting St

15 Floor

North Bethesda, MD 20852

elizabeth.lucas@sodexo.com

IP Address: 173.45.3.118

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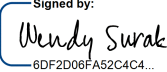
Status: Original

Holder: Elizabeth Lucas

Location: DocuSign

7/25/2024 3:49:33 PM

elizabeth.lucas@sodexo.com

Signer Events	Signature	Timestamp
<div>Wendy Surak</div> <div>Wendy.surak@sodexo.com</div> <div>Senior Vice President</div> <div>Security Level: Email, Account Authentication (None)</div>	<div><div>Signed by:</div><div></div><div>6DF2D06FA52C4C4...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 76.173.240.122</div>	<div>Sent: 7/25/2024 3:54:08 PM</div> <div>Viewed: 7/28/2024 5:37:06 PM</div> <div>Signed: 7/28/2024 5:37:24 PM</div>

Electronic Record and Signature Disclosure:

Accepted: 7/28/2024 5:37:06 PM

ID: f3c1dd78-1b12-4549-bc91-4921fa423f43

Asha Riley

riley@woodlandschools.org

Security Level: Email, Account Authentication (None)

Sent: 7/28/2024 5:37:26 PM

Viewed: 7/31/2024 9:43:24 AM

Electronic Record and Signature Disclosure:

Accepted: 7/31/2024 9:43:24 AM

ID: fa66106b-9e8d-4ce8-878a-18eb6e5d27ec

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

Julie Jenkins2

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 7/25/2024 3:54:06 PM

Carbon Copy Events	Status	Timestamp
Catherine Willis catherine.willis@sodexo.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/25/2024 3:54:06 PM Viewed: 7/26/2024 1:50:43 PM
John Stone john.stone@sodexo.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/25/2024 3:54:07 PM
Xue Atherton Xue.Atherton@sodexo.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/25/2024 3:54:08 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/25/2024 3:54:06 PM
Certified Delivered	Security Checked	7/31/2024 9:43:24 AM
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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **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](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **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](mailto: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](mailto: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.