

Amendment to HPS Master Group Agreements

#99 (REV. #15) – School Food Purchasing Program Michigan
#400 (REV. #7) – School Food Purchasing Program Ohio
#402 (REV. #7) – School Food Purchasing Program Illinois
#440 (REV. #5) – School Food Purchasing Program Wisconsin

This Amendment to the above referenced HPS Master Group Agreements (this “Amendment”) is entered into and is effective as of July 1, 2025 (“Amendment Effective Date”) between HPS, LLC, a Delaware limited liability company (“HPS LLC”), HPS MI, Inc., a Delaware not for profit corporation (“HPS MI” and together with HPS LLC, “HPS”) and Gordon Food Service, Inc., a Michigan corporation (“GFS”).

HPS and GFS entered into certain HPS Master Group Agreements dated July 1, 2024, each of which is referenced above (the “Agreements”).

The parties want to amend certain terms of the Agreement and are entering into this Amendment to set forth those amendments.

1. Reaffirmation. All terms and conditions of the Agreement, as previously amended, shall remain unchanged and have their original definition, intent and effect, except as amended or terminated herein. Unless otherwise specifically provided in this Amendment, the changes set forth in this Amendment shall be effective on the Amendment Effective Date.

2. Amendment.

2.1. Section 3 of the Agreements under the sub-heading “Firm Price List” is updated by adding the following:

For the 2025/2026 school year, the fixed price bid by Gordon Food Service will see a slight increase, a small percentage. This small percentage increase may also apply to later school years, provided the HPS Committee and Gordon Food Service both give their written approval. Aggregate changes will follow the original RFP, Section 5 C. Firm Pricing, unless otherwise agreed upon by both parties.

2.2. Section 4 of the Agreements is updated by adding the following:

Gordon Food Service Balanced Ordering Incentive:

Gordon Food Service prefers that each HPS member spread its orders of shelf stable, frozen, disposable, and durable Products (“Core Products”) needed for the entire school year over a period of twelve months from May through April (the “Ordering Period”) to achieve, taking in consideration holidays and spring break, an equal volume of Core Products for each month during the Ordering Period (“Balanced Ordering”). For each HPS member that commits to Balanced Ordering and demonstrates that they are meeting the Balanced Ordering commitment, GFS will pay such HPS members a rebate of 1.00% on purchases made from August 1st through May 30th of each school year. This rebate will be paid bi-annually in December and June of each school year.

3. General Terms. No failure to exercise, delay in exercising, or course of dealing, by or between HPS and GFS of any right, power, or privilege granted hereunder, shall operate as a waiver of such right, power, or privilege for future occurrences. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. This Amendment shall be binding upon, and shall insure to the benefit of the parties hereto end their respective legal representatives, successors and permitted assigns. Except as otherwise stated herein, neither this Amendment nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by the parties hereto. This Amendment may be executed in counterparts each of which is deemed an original and all of which together constitute one and the same instrument. This Amendment shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflict of law rules.

HPS and GFS have executed this amendment as of July 1, 2025.

HPS, LLC

By: Renata Thraall

Name: Renata Thraall

Title: Director-Dietary Contract

HPS, MI:

By: Renata Thraall

Name: Renata Thraall

Title: Director-Dietary Contract

Gordon Food Service, Inc.

By: Derrick Haight

Name: DERRICK HAIGHT

Title: NATIONAL Account Manager