



**AMENDMENT NO. 2
TO
TDA CONTRACT NO. 5510000149-02-FND
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH TEXAS DEPARTMENT OF AGRICULTURE
AND
SAN ANTONIO FOOD BANK
REGION 4**

Whereas, the Texas Department of Agriculture (TDA) and the undersigned Contractor, San Antonio Food Bank, located at 5200 West Old Highway 90, San Antonio, Texas, 78227 (Contractor) (collectively, the Parties), entered into a contract designated as TDA Contract No. 5510000149-02-FND for Commercial Warehouse and Food Distribution Services (the Contract), with an effective date of June 1, 2024;

Whereas, the Contract has an initial contract term ending on May 31, 2025.

Whereas, TDA exercised Amendment No. 1 to renew the Contract for an additional year from June 1, 2025, to May 31, 2026.

Whereas, TDA exercised Amendment No. 1 of the Contract to update the rate schedule based on the revised Consumer Price Index from June 1, 2025, to May 31, 2026.

Whereas, TDA now seeks to exercise its option to renew the Contract for an additional one-year term.

Whereas, this renewal is essential to maintain Warehouse and Food Distribution Services for USDA food purchases to Contracting Entities throughout the State of Texas; and

Whereas, TDA now seeks to update Exhibit A, update Exhibit C1.2, and remove the term Contracting Entity to replace it with the term School Food Authority.

Now, therefore, in consideration of the foregoing, it is mutually understood and agreed by the Parties to amend the Contract, effective on the date of TDA's official signature, as follows:

I. **Contract, Article II. Period of the Contract**, is hereby amended as follows:

This Contract is renewed for an additional one-year renewal term (Option Year 2), commencing June 1, 2026, through May 31, 2027, unless terminated earlier pursuant to the termination clauses contained in the Contract. The Parties may renew the Contract for two (2) additional one-year terms, contingent upon the performance, satisfactory to TDA, of all the Contractor's functions and duties under this Contract.

II. **Contract, Article IV. Payment Under Contract** is hereby amended as follows:

There will be no direct funding to Contractor from TDA under the Contract or this Amendment No. 2. Contractor shall be paid by the applicable regional SFA for the Commercial Warehouse and Food Distribution Services of USDA Foods, pursuant to the approved specified rates for their region listed in Exhibit C1.2.

Release Date:

Revision Date: 06.11.2025

- III. **Exhibit A, Execution Of Offer, Affirmation Of Terms and Conditions and Proposal Preferences**, is hereby restated in its entirety and replaced with attached **Exhibit A, Execution Of Offer, Affirmation Of Terms and Conditions and Proposal Preferences** dated 03/10/2026.
- IV. **Exhibit C1.2, Rate Schedule**, is hereby replaced in its entirety with Exhibit C1 Rate Schedule dated 03/17/2026, as attached.
- V. The term Contracting Entity will no longer be used in the Contract, and it will be replaced by the term School Food Authority in all future documentation to align with USDA terminology.
- VI. Neither the terms of this Amendment No. 2 mentioned above, nor any conduct by a TDA representative under the Contract shall be considered a waiver of any common law, constitutional, or statutory defenses or limitations that would otherwise apply to the Contract or this Amendment, including sovereign immunity to suit.
- VII. Each person signing this Amendment No. 2 mentioned above represents and warrants that he or she is authorized to execute and bind such party to this Amendment. If the individual lacks such authority, this Amendment No. 2 mentioned above shall be null and void and of no force whatsoever.
- VIII. All oral and written agreements between the Parties relating to the subject matter of this Amendment No. 2 mentioned above have been reduced to writing and are contained herein. Except as specifically amended herein, the Contract, as amended, remains in full force and effect. If there is a conflict between this Amendment No. 2 and the Contract or any earlier Amendment, the terms of this Amendment No. 2 shall prevail.

In witness whereof, the Parties hereby execute this amendment to be effective as of the date of the last signature.

San Antonio Food Bank

Typed Name: Eric Cooper

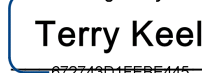
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Authorized Signature

Typed Title: President & CEO

Date: 4/20/2026

The State of Texas, acting by and through Texas Department of Agriculture

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Terry Keel, Deputy Commissioner

Date: 4/20/2026

Release Date:

Revision Date: 06.11.2025