

AMENDMENT #6 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

This Amendment is made and entered into by and between Yellowstone County Detention Facility ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Standard Form of Agreement Between Owner and Contractor on the Basis of Stipulated Price (the "Agreement"), effective July 1, 2021;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2026. The term shall automatically renew for additional one-year periods thereafter unless otherwise terminated per the Agreement.
2. **Payment Arrangement.** Per section 5.1 of the Agreement, pricing shall be amended to reflect that Company shall charge per the following scale:

Population	Current Price	CPI %	New Price
7500-8000	\$2.021	4%	\$2.102
8001-8500	\$1.965	4%	\$2.044
8501-9000	\$1.911	4%	\$1.987
9001-9500	\$1.864	4%	\$1.939
9501-10000	\$1.821	4%	\$1.894
10001-10500	\$1.781	4%	\$1.852
10501-11000	\$1.742	4%	\$1.812
11001-11500	\$1.716	4%	\$1.785
11501-12000	\$1.689	4%	\$1.757
12001-12500	\$1.667	4%	\$1.734
Staff Meal	\$2.424	4%	\$2.521

3. **Menu Changes.** To the extent any provision in the Contract Documents, as defined in Section 14 of the Agreement, references or specifies protein amounts for regular meals or sack meals, such provision is hereby deleted and replaced with the following:

"The regular diet cycle will consist of an average of seventy (70) grams protein daily."

"Sack meals will contain an average of one meal's worth of protein, considering the daily average is about seventy (70) grams of protein daily."

4. **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities;

state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

5. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.
6. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall prevail with respect to matters expressly set forth in this Amendment, and the Agreement shall prevail with respect to all other matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in the Agreement or this Amendment, shall be of any force or effect.
7. Except as expressly amended herein, all other terms of the Agreement are hereby ratified and confirmed and will continue in full force and effect, and the parties hereby ratify and confirm the terms of the Agreement, as modified by this Amendment.
8. Counterparts; Electronic Delivery. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document with the same effect as if such signatures were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Amendment may be executed electronically.

[Signatures on Following Page]

This Amendment is effective as of July 1, 2026.

CLIENT: Yellowstone County

Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY: Summit Food Service, LLC

Signed by:
Signature: Roshon Cody
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Name: Roshon Cody
Title: President
Date: 7/9/2026