

EXHIBIT C
FORM OF PARTICIPATION AGREEMENT

NOTICE TO MEMBERS: MEMBERS MAY HAVE ADDITIONAL OBLIGATIONS TO DISTRIBUTOR UNDER THESE SEPARATE INDIVIDUAL MEMBER AGREEMENTS WITH DISTRIBUTOR (COLLECTIVELY, THIS “MEMBER AGREEMENT”) THAT ARE NOT SPECIFICALLY COVERED OR CONTEMPLATED BY THE FOODSERVICE DISTRIBUTION AGREEMENT BETWEEN DISTRIBUTOR AND VIZIENT SUPPLY, LLC (THE “VIZIENT AGREEMENT”). PLEASE NOTE THAT (I) VIZIENT HAS NOT NEGOTIATED OR APPROVED THE TERMS OF THIS MEMBER AGREEMENT AND (II) MEMBERS HAVE THE ABILITY TO NEGOTIATE THE TERMS OF SUCH MEMBER AGREEMENTS LOCALLY TO SUIT THEIR SPECIFIC NEEDS.

SIGNIFICANTLY, MEMBERS SHOULD BE AWARE THERE MAY BE SOME INCONSISTENCIES BETWEEN THE TERMS WITHIN THE VIZIENT AGREEMENT AND THIS MEMBER AGREEMENT. AS SUCH, EACH MEMBER MAY WANT TO CONSIDER RETAINING ITS OWN LEGAL COUNSEL WHEN NEGOTIATING AND/OR ENTERING INTO THIS MEMBER AGREEMENT.

PARTICIPATION AGREEMENT — PROVISTA SAVOR MEMBER

This Participation Agreement is entered into as of the 28th day of April, 2025 and effective on a date mutually agreed to between Customer and Distributor, by and between the undersigned ("Customer"), as owner or operator of certain establishments (the "Customer Locations") and Sysco North Texas, Inc (the "Distributor") on behalf of Sysco Corporation and certain of its operating subsidiaries and affiliated companies (collectively, "Sysco"). Sysco is approved to provide distribution services to Customer, as a franchisee or member of a group purchasing organization with, or a company that obtains procurement services through Vizient Supply, LLC or any of its affiliates (the "Master Organization") pursuant to that certain Foodservice Distribution Agreement entered into between Sysco and the Master Organization (the “Base Agreement”), as amended by that certain Addendum FD3081AA dated January 1, 2022 (the “Addendum” and, together with the Base Agreement, the "DA"). All capitalized terms not otherwise defined in this Participation Agreement shall have the meanings ascribed to them under the DA. In consideration of the premises and the mutual covenants, the sufficiency of which is acknowledged by them, the Customer and Distributor agree as follows:

1. Binding Nature of the DA/Term. Customer acknowledges and agrees: (i) Sysco's distribution of Products to Customer Locations will be pursuant to the DA between Sysco and Master Organization (ii) to be bound by the terms of the DA, as amended by time to time between Sysco and the Master Organization and (iii) throughout the term of the Participation Agreement, in order to receive the pricing as provided by the DA, commit to order not less than 40% of all dollars spent on Products from Distributor (the “Commitment”). To the extent that Distributor is unable to supply such Products, those purchases shall be excluded from the calculation of the Commitment.

2. Member Markup. Distributor shall invoice Customer for purchases of Products at the applicable cost (“Cost”) plus the applicable percentage markup (the “Member Markup”), except for Products from Supplies on the Fly, which will be invoiced using the methodology provided in Exhibit A to this Participation Agreement. The Member Markup shall be a fixed percentage as set forth in the markup matrix in Exhibit A attached to this Participation Agreement (the “Markup Matrix”), plus any additional increases or decreases applicable to Member-elected Services and payment terms, as set forth in the Markup Matrix. For purposes of clarification, the Member Markup contained in the Markup Matrix shall not be increased for any reason, including as a result of inbound freight not paid by the Supplier (as defined in the Base Agreement), terms change that Supplier imposes upon Distributor, or any other business arrangements between Supplier and Distributor.

3. Termination of Participation Agreement. This Participation Agreement will end upon the termination of the Base Agreement and/or Addendum, unless this Participation Agreement is earlier terminated under the terms of the Base Agreement and/or Addendum. Furthermore, if a Customer is no longer recognized as a "Member" in the Vizient Database, as defined in the DA, this Participation Agreement will terminate effective as of the date of that Customer's departure from the Vizient membership.

4. Credit Terms. Credit terms are established in the separate Credit Application executed and submitted by Customer to Distributor. If Customer fails to pay for any Product within the established credit terms, Distributor, immediately upon written notice to Customer, shall be entitled to (i) withhold future deliveries of Products to the Customer until Distributor receives all amounts owed to it and (ii) condition future deliveries upon more stringent payment terms (ex: shortened payment periods, cash on delivery, cash in advance, guaranties to Distributor, pledging of collateral, etc.).

5. Release. Customer agrees that Distributor's ability to perform distribution services for Customer under this Participation Agreement is expressly contingent upon the Master Organization's approval for it to do so. Accordingly, Customer hereby releases Distributor, Sysco, Affiliates, and each of their respective officers, employees, and directors from any and all losses, damages, or claims ("Claims") that Customer may have or suffer as a result of (i) Sysco's discontinuance of services, in whole or in part, to Customer as a result of notice or instructions from the Master Organization to cease such services or the termination of the DA and (ii) Sysco's sharing of information with the Master Organization concerning purchases by Customer, Customer's accounts receivable with Sysco, and other similar matters relating to Sysco's relationship with Customer relating to the DA. Customer further releases Distributor, Sysco and their Affiliates from any Claims arising from Sysco's payment of allowances or other compensation to the Master Organization or its designee, based, in whole or in part, upon sales of Product to Customer. Customer specifically consents to disclosure of the information described in clause (ii).

6. Warranties. Sysco warrants that all Products other than Customer Directed Products, as of the time of delivery to Customer, (i) will meet the written specifications for such Product provided by Sysco and (ii) to the extent the Product is subject to the Federal Food, Drug and Cosmetic Act (the "FDC Act"), will not be adulterated or misbranded within the meaning of the FDC Act. Sysco warrants that all Products subject to the statutory trust imposed by the Perishable Agricultural Commodities Act will be free and clear of any adverse lien or security interest. **NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION IN ADDITION TO OR IN CONFLICT WITH THE WARRANTIES SET FORTH IN THIS SECTION 4. Except as expressly provided herein, SYSCO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM. In no event shall either Sysco or Customer be liable FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT (INCLUDING WITHOUT LIMITATION, LOST PROFITS AND LOST ENTERPRISE VALUE) INCURRED BY THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS PARTICIPATION AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF IT IS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, except for losses arising from third party claims that are subject to the indemnification obligations described in the DA or losses suffered by a party as a result of the breach by the other party and/or its affiliates, employees, officers, or directors, of the confidentiality provisions set forth in this Participation Agreement.**

7. Waiver of Jury Trial. Customer affirmatively waives its right to jury trial with respect to any disputes, claims or controversies of any kind whatsoever under this Participation Agreement or the DA.

8. Entire Agreement. This Participation Agreement, together with the DA, constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements,

understandings and representations or promises exchanged by the parties, whether verbal or written. This Participation Agreement may not be modified except through a writing that is signed by Customer, Distributor, and Vizient, with the exception of any promissory note, security agreement or other credit or financially related document(s) executed by Member and Distributor.

Sysco Corporate Inc

Signature: *Daniel E Ramón*

Name: Daniel E Ramon

Title: Customer Success Manager

Date: April 1, 2025

CUSTOMER INFORMATION

Account Name: NRH20

Account Address: 9001 BLVD 26

City, State, Zip Code: NORTH RICHLAND HILLS, TX 76180

Sysco Account Number: 006-129841

Vizient Member ID: 3515539

LIC: S7SI

GLN: 9000000000001

EXHIBIT A
Markup Matrix

<u>Product Category</u> ♦	<u>Pricing Frequency</u>	<u>*Mark-Up/Margin/Fee Per Unit</u> <i>*please indicate below</i>
1. Healthcare	weekly	10% Margin
2. Dairy ¹	weekly	10% Margin
3. Meats	weekly	10% Margin
4. Seafood	weekly	10% Margin
5. Poultry	weekly	10% Margin
6. Frozen	monthly	10% Margin
7. Canned & Dry	monthly	10% Margin
8. Paper & Disposables	monthly	10% Margin
9. Chemical/Janitorial	monthly	10% Margin
10. Supplies & Equipment	monthly	10% Margin
11. Produce	daily	10% Margin
12. Dispenser Beverage	monthly	10% Margin

- ♦ Classification of Products into the appropriate Product category will be determined by Sysco.
- The Markup Matrix will not apply to products for which the ultimate sell price to Customer is established by agreement, such as bag-in-box products from Coca Cola North America and Pepsi Cola Company.

Products from Supplies on the Fly: The invoice price to Customer for Product from Supplies on the Fly will be calculated by applying the Member Markup to the Cost, the product of which will incur a 10% outbound shipping charge fee.

SUPC 8306763: 6% Margin

SUPC 5338559: 6% Margin

¹ The Sell Price of fluid dairy products delivered to Customer locations where applicable state law prescribes the manner of determining the sales price for such products shall, notwithstanding anything to the contrary elsewhere in this Agreement, be determined in accordance with such applicable law.

CITY OF NORTH RICHLAND HILLS:

SYSCO CORPORATION

By: _____
Paulette Hartman
City Manager

By: *Daniel E Ramón*
Daniel E Ramón
Customer Success Manager

Date: _____

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney