

## **Renewal of Facilities Support Services Agreements**

This Renewal of Facilities Support Services Agreement ("Renewal") is entered into between The Texas A&M University System, Texas A&M University (collectively, "Texas A&M") and Southeast Service Corporation d/b/a SSC Service Solutions ("SSC"). Texas A&M and SSC are parties to the Building Maintenance Services Agreement dated August 3, 2012, the Custodial Services Agreement dated August 3, 2012, and the Landscape Maintenance Services Agreement dated August 3, 2012 (each an "Agreement", together the "College Station Agreements"), and now wish to renew the Agreements as set forth below. The parties agree as follows:

1. Except as provided in this Renewal, each term used in this Renewal has the meaning ascribed to it in the applicable Agreement.
2. As consideration for this Renewal, SSC shall pay Texas A&M the amount of \$5,000,000 ("Additional Signing Bonus") by March 1, 2020. The Additional Signing Bonus shall be amortized on a straight-line basis commencing on August 1, 2020, through August 2, 2024. Per Section 10.1 of each College Station Agreement, if any of the College Station Agreements is terminated by Texas A&M for convenience or by SSC for default prior to the end of the amortization period, Texas A&M shall pay to SSC the corresponding percentages of the then-remaining unamortized balance of the Additional Signing Bonus on or before the date of termination of the applicable Agreement: 49.48% if the Building Maintenance Services Agreement; 34.12% if the Custodial Services Agreement; and 16.40% if the Landscape Maintenance Services Agreement ("Additional SB Percentages"). The Additional Signing Bonus is hereby included in Section 12.7, Loss of Funding, in each of the College Station Agreements, and the above Additional SB Percentages shall be included in amounts due to SSC if Texas A&M terminates any of the College Station Agreements due to loss of funds.
3. Texas A&M hereby renews the Building Maintenance Services Agreement for the two-year Renewal Term as provided in Section 2.1 of the Agreement. The Term will terminate August 2, 2024, unless terminated earlier as provided in the Agreement.
4. Texas A&M hereby renews the Custodial Services Agreement for the two-year Renewal Term as provided in Section 2.1 of the Custodial Services Agreement. The Term will terminate August 2, 2024, unless terminated earlier as provided in the Custodial Services Agreement.
5. Texas A&M hereby renews the Landscape Maintenance Services Agreement for the two-year Renewal Term as provided in Section 2.1 of the Landscape Maintenance Agreement. The Term will terminate August 2, 2024, unless terminated earlier as provided in the Landscape Maintenance Agreement.
6. Should any of the terms of this Renewal conflict with the terms of an Agreement, the terms of this Renewal will control. Except as expressly provided in this Renewal, all other provisions of each Agreement continue in full force and effect.
7. This Renewal may be executed in any number of counterparts, each of which will constitute an original and all of which together shall constitute but one and the same original document.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their duly authorized officers, and is effective as of the last date below.

**THE TEXAS A&M UNIVERSITY SYSTEM**

By: 

John Sharp  
Chancellor

Date: 1/17/20

**SOUTHEAST SERVICE CORPORATION**

By: 

Seth Ferriell  
CEO

Date: 1/17/2020