

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the **WARREN COUNTY SCHOOL DISTRICT**, having its principal place of business at 589 Hospital Drive, Suite A, Warren, Pennsylvania (the "District"), and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("Aramark").

The Parties hereto, as a part of administering the Food Services Agreement between the Parties for the 2012/2013 contract year and any contract year for which the Agreement is renewed, hereby agree as follows:

1. As a part of the Request for Proposals (RFP), the District provided a projected meal count of 672,768 meals. Based on this meal count Aramark provided a projected management fee of \$16,250 (calculated by multiplying the 672,768 meals by .024 cents per meal) and a projected administrative fee of \$40,175 (calculated by multiplying the 672,768 meals by .06 cents per meal) as a part of its proposal to the District. The Parties agree that, to the extent the actual meal count in any contract year is either more than or less than the 672,768 meals projected in the RFP, Aramark's management fee and the administrative fee will be increased or decreased accordingly by multiplying the actual meal count by .024 cents per meal for the management fee and by multiplying the actual meal count by .06 cents per meal for the administrative fee.
2. Notwithstanding the foregoing, the Parties agree that under all circumstances the guaranteed surplus shall remain at \$100,547 and Aramark's financial liability relative to the \$100,547 guaranteed surplus shall be in an amount of up to \$150,000 (it shall not be limited to the amount of Aramark's management fee). For example, if the food service program operates at a loss of \$50,000, the District would be entitled to payment in the amount of \$150,000 from Aramark; if the food service program operates at profit of

\$10,000, the District would be entitled to payment in the amount of \$90,547 from Aramark; etc.

AND NOW, this _____ day of _____, 2012, the Parties hereby acknowledge the foregoing as the terms and conditions of this understanding.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

_____(SEAL)
BY:

**ARAMARK EDUCATIONAL
SERVICES, LLC**

By: