

July 23, 2013

Mr. James M. Grosch
Director of Business Services
Warren County School District
589 Hospital Drive
North Warren, PA 16365

Dear Mr. Grosch:

As you are aware, until recently, ARAMARK Educational Services, LLC ("ARAMARK") provided food management services to Warren County School District (the "District") pursuant to that certain Memorandum of Understanding and Agreement, each dated November 12, 2012 and between ARAMARK and the District (collectively, the "Agreement"). As further detailed in the attached final invoice, ARAMARK will issue a check to the District in the amount of \$19,322.99 in final reconciliation of our partnership upon receipt of a countersigned copy by the District of this letter. In consideration of this final payment, ARAMARK and the District hereby agree as follows:

- (1) Each party (the "Releasing Party") for itself and its affiliates, successors, and assigns hereby releases and forever discharges the other party (the "Released Party") and the Released Party's affiliates, successors and assigns from any and all liability for claims, demands, actions, complaints, cross-complaints, causes of action, proceedings, disputes obligations, indebtedness, breaches of contract, breaches of duties, representations, transactions, statements, contracts, suits, liens, costs and expenses (including attorneys' fees) and other claims of any nature whatsoever which the Releasing Party had or may have had, or now has through the date of this letter against the Released Party arising out of or relating to Agreement or the parties' relationship and obligations thereunder.
- (2) This letter constitutes the entire agreement between the parties with respect to all matters contained herein, and all prior agreements between the parties, if in conflict with any matter contained herein, are superseded by the terms of this letter.
- (3) The undersigned hereby declare that the terms of this letter are accepted for the purpose of making a full and final compromise, and for the express purpose of precluding forever any further or additional claims arising out of or relating to Agreement or the parties' relationship and obligations thereunder.

If the foregoing is in accordance with your understanding, please sign and date all three copies of this letter. Please retain one copy and return the other two copies of this letter at your convenience.

Mr. James M. Grosch
July 23, 2013
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Very Truly Yours,

ARAMARK EDUCATIONAL SERVICES, LLC

By: _____
Jeffery K. Gilliam
Vice President

Agreed to and accepted this _____ day of _____, 2013.

WARREN COUNTY SCHOOL DISTRICT

By: _____
Name:
Title: