

RELEASE

This Release (the “**Release**”) is entered into by **Orange County**, a Political Subdivision of the State of Florida (the “**County**”), effective February __, 2025.

WHEREAS, Aramark Correctional Services, LLC (“**Aramark**”) and the County were parties to that certain Contract Y12-182, dated December 14, 2012 (the “**Contract**”);

WHEREAS, the County is claiming payment for replacement of equipment in the amount of \$450,856 pursuant to Exhibit A, Section 9 of the Contract (the “**Claim**”);

WHEREAS, Aramark believes that such equipment was replaced and/or repaired months ago when the Contract terminated back in May 2024; and

WHEREAS, the parties now wish to amicably resolve the dispute between them.

NOW, THEREFORE, in consideration of the promises and covenants set forth hereunder, and intending to be legally bound, the County agreed as follows:

1. In accordance with the terms of this Release, Aramark shall pay to the County the sum of \$236,184 on or before March 31, 2025 (the “**Payment**”). The Payment shall be made by wire transfer in accordance with the instructions provide to Aramark by letter from Wells Fargo Bank, 800 N. Magnolia Ave., Orlando, FL 32803.

2. Effective upon the County’s receipt of the Payment, the County releases and forever discharges Aramark and their respective officers, directors, shareholders, employees, agents, subsidiaries, affiliates, successors, and assigns from or with respect to any and all actions, causes of actions, suits, claims, controversies, damages, debts, dues, accounts, covenants, contracts, agreements, judgments, liabilities, obligations and demands whatsoever in law or in equity, wherever or however created, direct and/or derivative, whether or not heretofore known, unknown, suspected or asserted, based on or arising out of the Contract.

3. If any part of this Release is found to be invalid, illegal, or unenforceable by any court, arbitrator, arbitration panel or other tribunal having competent jurisdiction, the invalidity of such provision shall not affect the remaining provisions of this Release, which shall remain valid and enforceable, provided the same does not materially alter the rights or obligations of either party under this Release.

4. The County has received independent legal advice from attorneys of its own choice, with respect to the advisability of making the release provided for herein, and with respect to the execution of this Release by each party, that County’s attorneys carefully reviewed this Release and they approved this Release as to form and substance.

5. This Release shall be effective on the date set forth above.

IN WITNESS WHEREOF, the County has caused this Release to be executed on the date hereinafter indicated.

ORANGE COUNTY, FLORIDA

By: _____

Date: _____, 2025

Name: _____

Title: _____