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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM S-3**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

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**Aramark**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction of  
incorporation or organization)

5812  
(Primary Standard Industrial  
Classification Code Number)

20-8236097  
(I.R.S. Employer  
Identification Number)

Aramark Tower  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
(215) 238-3000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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SEE TABLE OF ADDITIONAL REGISTRANTS

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Stephen R. Reynolds, Esq.  
Executive Vice President, General Counsel and Secretary  
Aramark Tower  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
(215) 238-3000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*With a copy to:*  
Joseph H. Kaufman, Esq.  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017-3954  
(212) 455-2000

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**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are to be offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
 Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company   
 Emerging growth company

### CALCULATION OF REGISTRATION FEE

Title of each class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Security	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock	(1)	(1)	(1)	(2)
Preferred Stock	(1)	(1)	(1)	(2)
Debt Securities(3)	(1)	(1)	(1)	(2)
Guarantees of Debt Securities(3)	(4)	(4)	(4)	(4)
Stock Purchase Contracts	(1)	(1)	(1)	(2)
Warrants(5)	(1)	(1)	(1)	(2)
Units(6)	(1)	(1)	(1)	(2)

- (1) Omitted pursuant to General Instructions II.E. of Form S-3. An indeterminate amount of securities of each identified class are being registered as may from time to time be issued at indeterminate prices.
- (2) In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrants are deferring payment of the registration fee. Registration fees will be paid subsequently on a "pay as you go" basis based on the aggregate offering price of the securities to be offered in one or more offerings to be made hereunder.
- (3) Debt securities may be issued by Aramark and/or any of the registrants named below under "Table of Additional Registrants" and may be issued without guarantees or may be guaranteed by one or more of the registrants named below under "Table of Additional Registrants."
- (4) No separate consideration will be received for the guarantees. Pursuant to Rule 457(n) under the Securities Act, no registration fee is required with respect to the guarantees.
- (5) The warrants covered by this registration statement may be common stock warrants, preferred stock warrants or debt warrants.
- (6) Any of the securities registered hereunder may be sold separately or as units with other securities registered hereunder.

**TABLE OF ADDITIONAL REGISTRANTS**

<b>Exact Name of Registrant as Specified in its Charter (or Other Organizational Document)</b>	<b>State or other Jurisdiction of Incorporation or Organization</b>	<b>IRS Employer Identification Number (if none write N/A)</b>	<b>Address, Including Zip Code, of Registrant's Principal Executive Offices</b>	<b>Phone Number</b>
1st & Fresh, LLC	Delaware	26-3147608	1101 Market Street, Philadelphia, PA 19107	215-238-3000
American Snack & Beverage, LLC	Florida	65-0099517	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark American Food Services, LLC	Ohio	34-4197320	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Asia Management, LLC	Delaware	20-1697406	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Aviation Services Limited Partnership	Delaware	36-3940986	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Business & Industry, LLC	Delaware	26-3147457	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Business Center, LLC	Delaware	46-3549461	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Business Dining Services of Texas, LLC	Texas	23-2573583	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Business Facilities, LLC	Delaware	26-3674871	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Campus, LLC	Delaware	23-3102688	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Capital Asset Services, LLC	Wisconsin	39-1551693	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Cleanroom Services (Puerto Rico), Inc.	Delaware	20-2644041	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Cleanroom Services, LLC	Delaware	23-2062167	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Confection, LLC	Delaware	36-2392940	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Construction and Energy Services, LLC	Delaware	27-3359653	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Construction Services, Inc.	Delaware	27-4284479	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Consumer Discount Company	Pennsylvania	23-2704523	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Correctional Services, LLC	Delaware	23-2778485	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Distribution Services, Inc.	Illinois	36-1164580	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Educational Group, LLC	Delaware	23-2573586	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Educational Services, LLC	Delaware	23-1354443	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Educational Services of Texas, LLC	Texas	23-1717332	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Educational Services of Vermont, Inc.	Vermont	23-2263511	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Entertainment, LLC	Delaware	11-2145117	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Facility Services, LLC	Delaware	20-8482211	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Business Services, LLC	Delaware	85-0485361	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Campus Services, LLC	Delaware	85-0485370	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Correctional Services, LLC	Delaware	85-0485374	1101 Market Street, Philadelphia, PA 19107	215-238-3000

<b>Exact Name of Registrant as Specified in its Charter (or Other Organizational Document)</b>	<b>State or other Jurisdiction of Incorporation or Organization</b>	<b>IRS Employer Identification Number (if none write N/A)</b>	<b>Address, Including Zip Code, of Registrant's Principal Executive Offices</b>	<b>Phone Number</b>
Aramark FHC Healthcare Support Services, LLC	Delaware	85-0485377	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Kansas, Inc.	Kansas	04-3719118	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Refreshment Services, LLC	Delaware	85-0485381	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC School Support Services, LLC	Delaware	85-0485386	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Services, LLC	Delaware	16-1653189	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC Sports and Entertainment Services, LLC	Delaware	85-0485389	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FHC, LLC	Delaware	02-0652458	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Food and Support Services Group, Inc.	Delaware	23-2573585	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Food Service of Texas, LLC	Texas	74-1310443	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Food Service, LLC	Delaware	23-0404985	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark FSM, LLC	Delaware	37-1462108	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Global, Inc.	Delaware	81-3910671	1101 Market Street, Philadelphia, PA 1910	215-238-3000
Aramark Healthcare Support Services, LLC	Delaware	23-1530221	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Healthcare Support Services of the Virgin Islands, Inc.	Delaware	23-2654936	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Healthcare Technologies, LLC	Delaware	33-0694408	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Industrial Services, LLC	Delaware	38-2712298	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Japan, LLC	Delaware	37-1437224	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark International Finance S.à r.l.	Luxembourg	N/A	57, rue des trois cantons, L-3961 Ehlange/Mess, Grand-Duchy of Luxembourg	+352 4512 3709
Aramark Management, LLC	Delaware	26-1597527	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Management Services Limited Partnership	Delaware	36-3797749	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Organizational Services, LLC	Delaware	23-3029013	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Processing, LLC	Delaware	26-2621089	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Rail Services, LLC	Delaware	26-3519724	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark RBI, Inc.	Delaware	23-2732825	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Refreshment Group, Inc.	Delaware	33-1157779	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Refreshment Services, LLC	Delaware	23-1673482	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Refreshment Services of Tampa, LLC	Delaware	26-2829924	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Schools, LLC	Delaware	23-3102689	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Schools Facilities, LLC	Delaware	26-3674561	1101 Market Street, Philadelphia, PA 19107	215-238-3000

<b>Exact Name of Registrant as Specified in its Charter (or Other Organizational Document)</b>	<b>State or other Jurisdiction of Incorporation or Organization</b>	<b>IRS Employer Identification Number (if none write N/A)</b>	<b>Address, Including Zip Code, of Registrant's Principal Executive Offices</b>	<b>Phone Number</b>
Aramark SCM, Inc.	Delaware	04-3652050	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Services, Inc.	Delaware	95-2051630	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Senior Living Services, LLC	Delaware	20-0648583	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Senior Notes Company, LLC	Delaware	23-2693518	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Services of Kansas, Inc.	Kansas	23-2525399	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Services of Puerto Rico, Inc.	Delaware	66-0231810	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark SM Management Services, Inc.	Delaware	36-3744854	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark SMMS LLC	Delaware	23-3099982	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark SMMS Real Estate LLC	Delaware	23-3099984	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Sports and Entertainment Group, LLC	Delaware	23-2573588	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Sports and Entertainment Services, LLC	Delaware	23-1664232	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Sports and Entertainment Services of Texas, LLC	Texas	23-2573584	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Sports Facilities, LLC	Delaware	20-3808955	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Sports, LLC	Delaware	23-3102690	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Technical Services North Carolina, Inc.	North Carolina	56-0893678	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Togwotee, LLC	Delaware	26-2259208	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Trademark Services, Inc.	Delaware	23-3029011	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark U.S. Offshore Services, LLC	Delaware	23-3020180	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark Uniform & Career Apparel Group, Inc.	Delaware	23-2816365	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform & Career Apparel, LLC	Delaware	95-3082883	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Manufacturing Company	Delaware	23-2449947	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Services (Matchpoint) LLC	Delaware	20-5396299	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Services (Rochester) LLC	Delaware	75-3102371	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Services (Syracuse) LLC	Delaware	61-1437731	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Services (Texas) LLC	Delaware	20-4488401	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Uniform Services (West Adams) LLC	Delaware	20-2038791	115 North First Street, Burbank, CA 91502	215-238-3000
Aramark Venue Services, Inc.	Delaware	23-2986471	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark WTC, LLC	Delaware	45-5145553	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Aramark/HMS, LLC	Delaware	51-0363060	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Brand Coffee Service, Inc.	Texas	74-1875393	1101 Market Street, Philadelphia, PA 19107	215-238-3000

<b>Exact Name of Registrant as Specified in its Charter (or Other Organizational Document)</b>	<b>State or other Jurisdiction of Incorporation or Organization</b>	<b>IRS Employer Identification Number (if none write N/A)</b>	<b>Address, Including Zip Code, of Registrant's Principal Executive Offices</b>	<b>Phone Number</b>
Canyonlands Rafting Hospitality, LLC	Delaware	81-4264187	1101 Market Street, Philadelphia, PA 19107	215-238-3000
D.G. Maren II, Inc.	Delaware	23-2921096	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Delsac VIII, Inc.	Delaware	23-2449950	115 North First Street, Burbank, CA 91502	215-238-3000
Filterfresh Coffee Service, LLC	Delaware	14-1676557	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Filterfresh Franchise Group, LLC	Delaware	04-3527632	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Fine Host Holdings, LLC	Delaware	42-1567694	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Harrison Conference Associates, LLC	Delaware	11-2516961	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Harrison Conference Services of North Carolina, LLC	North Carolina	11-3092159	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Harry M. Stevens, LLC	Delaware	20-8482129	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Harry M. Stevens Inc. of New Jersey.	New Jersey	13-5589767	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Harry M. Stevens Inc. of Penn	Pennsylvania	13-6097356	1101 Market Street, Philadelphia, PA 19107	215-238-3000
HPSI Purchasing Services LLC	Delaware	81-2717002	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Institutional Processing Services LLC	Delaware	81-2717269	1101 Market Street, Philadelphia, PA 19107	215-238-3000
L&N Uniform Supply, LLC	California	95-2309531	115 North First Street, Burbank, CA 91502	215-238-3000
Lake Tahoe Cruises, LLC	California	94-2599810	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Landy Textile Rental Services, LLC	Delaware	20-8482253	115 North First Street, Burbank, CA 91502	215-238-3000
Lifeworks Restaurant Group, LLC	Delaware	27-2146749	1101 Market Street, Philadelphia, PA 19107	215-238-3000
MyAssistant, Inc.	Pennsylvania	23-3050214	1101 Market Street, Philadelphia, PA 19107	215-238-3000
New Aramark LLC	Delaware	46-1787432	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Old Time Coffee Co.	California	77-0546919	1101 Market Street, Philadelphia, PA 19107	215-238-3000
Overall Laundry Services, Inc.	Washington	91-1138829	115 North First Street, Burbank, CA 91502	215-238-3000
Paradise Hornblower, LLC	California	94-3136374	115 North First Street, Burbank, CA 91502	215-238-3000
Restaura, Inc.	Michigan	38-1206635	115 North First Street, Burbank, CA 91502	215-238-3000
Travel Systems, LLC	Nevada	88-0119879	115 North First Street, Burbank, CA 91502	215-238-3000
Yosemite Hospitality, LLC	Delaware	47-4404057	1101 Market Street, Philadelphia, PA 19107	215-238-3000

**aramark**   
**COMMON STOCK**  
**PREFERRED STOCK**  
**DEBT SECURITIES**  
**STOCK PURCHASE CONTRACTS**  
**WARRANTS**  
**UNITS**

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Aramark and/or one or more selling stockholders may offer and sell shares of our common stock from time to time in amounts, at prices and on terms that will be determined at the time of any such offering.

Aramark may, from time to time, offer and sell shares of our preferred stock in amounts, at prices and on terms that will be determined at the time of any such offering.

Aramark may, from time to time, offer and sell debt securities, which may or may not be guaranteed by one or more of its subsidiaries. Aramark Services, Inc. and/or one or more of the other subsidiaries of Aramark may, from time to time, offer to sell debt securities, which will be guaranteed by Aramark and may or may not be guaranteed by one or more of the other subsidiaries of Aramark.

Aramark may also offer and sell from time to time, in one or more series, stock purchase contracts, warrants to purchase common stock, preferred stock or debt securities and units, comprised of one or more of any of the other securities described in this prospectus, in any combination.

These securities may be sold on a continuous or delayed basis directly to or through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. We reserve the sole right to accept, and we and any agents, dealers and underwriters reserve the right to reject, in whole or in part, any proposed purchase of our securities. If any agents, dealers or underwriters are involved in the sale of any of our securities, the applicable prospectus supplement will set forth any applicable commissions or discounts payable to them. Our net proceeds from the sale of our securities also will be set forth in the applicable prospectus supplement. We also may provide investors with a free writing prospectus that includes this information.

This prospectus describes some of the general terms that may apply to these securities. Each time that we offer any securities using this prospectus, we will provide a prospectus supplement and attach it to this prospectus. The prospectus supplement or a free writing prospectus will contain more specific information about the offering and the securities being offered, including the specific amounts, prices and terms of the securities being offered. The prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus. This prospectus may not be used to sell securities unless accompanied by a prospectus supplement describing the method and terms of the offering.

Our common stock is listed on the New York Stock Exchange (the "NYSE") under the symbol "ARMK." If we decide to list or seek a quotation for any other securities, the prospectus supplement relating to those securities will disclose the exchange or market on which those securities will be listed or quoted.

You should carefully read this prospectus and any applicable prospectus supplement and free writing prospectus, together with any documents we incorporate by reference, before you invest in our securities.

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**Investing in our securities involves risks. You should refer to and consider the information included in the section titled "Risk Factors" beginning on page 6 of this prospectus and the risk factors described in any accompanying prospectus supplement or any documents we incorporate by reference.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

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**The date of this prospectus is August 11, 2017**

## TABLE OF CONTENTS

	<u>Page</u>
<a href="#">About This Prospectus</a>	<a href="#">1</a>
<a href="#">Statements Regarding Forward-Looking Information</a>	<a href="#">3</a>
<a href="#">Our Company</a>	<a href="#">5</a>
<a href="#">Risk Factors</a>	<a href="#">6</a>
<a href="#">Use of Proceeds</a>	<a href="#">7</a>
<a href="#">Ratio of Earnings to Fixed Charges</a>	<a href="#">8</a>
<a href="#">Description of Capital Stock</a>	<a href="#">9</a>
<a href="#">Description of Debt Securities and Guarantees</a>	<a href="#">16</a>
<a href="#">Description of Stock Purchase Contracts</a>	<a href="#">31</a>
<a href="#">Description of Warrants</a>	<a href="#">32</a>
<a href="#">Description of Units</a>	<a href="#">34</a>
<a href="#">Plan of Distribution</a>	<a href="#">35</a>
<a href="#">Legal Matters</a>	<a href="#">36</a>
<a href="#">Experts</a>	<a href="#">36</a>
<a href="#">Incorporation by Reference</a>	<a href="#">36</a>
<a href="#">Where You Can Find More Information</a>	<a href="#">37</a>

**You should rely only on the information contained or incorporated by reference in this prospectus, in any accompanying prospectus supplement or in any free writing prospectuses related hereto that we have prepared. We have not authorized anyone to provide you with different information and we take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should not assume that the information contained or incorporated by reference in this prospectus and any accompanying prospectus supplement or free writing prospectus is accurate as of any date other than the respective dates thereof. This prospectus and any accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus and any accompanying prospectus supplement constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.**



## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form S-3 that we filed with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), using a “shelf” registration process. Under this shelf registration process, we and/or one or more selling stockholders may, from time to time, offer any of our securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities that we may offer. Each time we offer securities using this prospectus, we will provide a prospectus supplement and attach it to this prospectus and may also provide you with a free writing prospectus. The prospectus supplement and any free writing prospectus will contain more specific information about the offering, including the specific amounts, prices and terms of the securities being offered. The prospectus supplement may also add, update, change or clarify information contained in or incorporated by reference into this prospectus. Any statement that we make in this prospectus will be modified or superseded by any inconsistent statement made by us in a prospectus supplement. If there is any inconsistency between the information in this prospectus and the information in the prospectus supplement, you should rely on the information in the prospectus supplement.

The rules of the SEC allow us to incorporate by reference information into this prospectus. This means that important information is contained in other documents that are considered to be a part of this prospectus. Additionally, information that we file later with the SEC will automatically update and supersede this information. You should carefully read both this prospectus and the applicable prospectus supplement together with the additional information that is incorporated or deemed incorporated by reference in this prospectus as described under the heading “Incorporation by Reference” and any additional information described under the heading “Where You Can Find More Information” before making an investment in our securities. This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of the documents described herein have been filed, or will be filed or incorporated by reference, as exhibits to the registration statement of which this prospectus is a part. The registration statement, including the exhibits and documents incorporated or deemed incorporated by reference in this prospectus can be read on the SEC website or at the SEC offices mentioned under the heading “Where You Can Find More Information.”

### **THIS PROSPECTUS MAY NOT BE USED TO SELL ANY SECURITIES UNLESS ACCOMPANIED BY A PROSPECTUS SUPPLEMENT.**

**Neither the delivery of this prospectus or any applicable prospectus supplement nor any sale made using this prospectus or any applicable prospectus supplement implies that there has been no change in our affairs or that the information contained in, or incorporated by reference in, this prospectus or in any applicable prospectus supplement is correct as of any date after their respective dates. You should not assume that the information contained in, or incorporated by reference in, this prospectus or any applicable prospectus supplement or any free writing prospectus prepared by us is accurate as of any date other than the respective dates thereof. Our business, financial condition, results of operations and prospects may have changed since those dates.**

**You should rely only on the information contained in or incorporated by reference in this prospectus or a prospectus supplement. We have not authorized anyone to give you different information, and if you are given any information or representation about these matters that is not contained or incorporated by reference in this prospectus or a prospectus supplement, you must not rely on that information. This prospectus and any accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus and any accompanying prospectus supplement constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.**

Unless otherwise indicated or the context otherwise requires, references in this prospectus to “we,” “our,” “us,” “the Company” and similar terms refer to Aramark and its subsidiaries and references to “Aramark” refer to Aramark and not any of its subsidiaries.

### **Presentation Of Financial and Other Information**

Our fiscal year ends on the Friday nearest September 30 in each year. In this prospectus, when we refer to our fiscal years, we say “fiscal” and the year number, as in “fiscal 2016,” which refers to our fiscal year ended September 30, 2016. In addition, “client” refers to those businesses and other organizations which engage us to provide services. “Consumers” refers to those consumers of our services, such as employees, students and patrons, to whom our clients provide us access.

## **Market and Industry Data**

The data included in this prospectus or used in documents incorporated by reference into this prospectus regarding sectors, geographies and ranking, including the size of certain sectors and geographies and our position and the position of our competitors within these sectors and geographies, are based on our management's knowledge and experience in the sectors and geographies in which we operate. We believe these estimates to be accurate as of the date of this prospectus. However, this information may prove to be inaccurate because of the method by which we obtained some of the data for the estimates or because this information cannot always be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties. As a result, you should be aware that sector size, ranking and other similar industry data included or incorporated by reference in this prospectus, and estimates and beliefs based on that data, may not be reliable. While we believe internal company research is reliable, such research has not been verified by any independent source.

## STATEMENTS REGARDING FORWARD-LOOKING INFORMATION

This prospectus contains and incorporates by reference “forward-looking statements” within the meaning of the federal securities laws that involve risks and uncertainties including forward-looking statements in “Item 1. Business” and “Item 7. Management’s Discussion and Analysis of Financial Conditions and Results of Operations” incorporated by reference in this prospectus from Aramark’s Annual Report on Form 10-K for the fiscal year ended September 30, 2016 and “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations” incorporated by reference in this prospectus from Aramark’s Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2017, March 31, 2017 and December 30, 2016. These statements can be identified by the fact that they do not relate strictly to historical or current facts. They use words such as “outlook,” “aim,” “anticipate,” “are confident,” “have confidence,” “estimate,” “expect,” “will be,” “will continue,” “will likely result,” “project,” “intend,” “plan,” “believe,” “see,” “look to” and other words and terms of similar meaning or the negative versions of such words. Forward-looking statements speak only as of the date made. All statements we make relating to our estimated and projected earnings, costs, expenditures, cash flows, growth rates and financial results are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations (“cautionary statements”) are disclosed under “Risk Factors” and elsewhere in or incorporated by reference in this prospectus, including, without limitation, in conjunction with the forward-looking statements included or incorporated by reference in this prospectus. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. Some of the factors that we believe could affect our results include without limitation:

- unfavorable economic conditions;
- natural disasters, global calamities, sports strikes and other adverse incidents;
- the failure to retain current clients, renew existing client contracts and obtain new client contracts;
- a determination by clients to reduce their outsourcing or use of preferred vendors;
- competition in our industries;
- increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our food and support services contracts;
- the inability to achieve cost savings through our cost reduction efforts;
- our expansion strategy;
- the failure to maintain food safety throughout our supply chain, food-borne illness concerns and claims of illness or injury;
- governmental regulations including those relating to food and beverages, the environment, wage and hour and government contracting;
- liability associated with noncompliance with applicable law or other governmental regulations;
- new interpretations of or changes in the enforcement of the government regulatory framework;
- currency risks and other risks associated with international operations, including Foreign Corrupt Practices Act, U.K. Bribery Act and other anti-corruption law compliance;
- continued or further unionization of our workforce;
- liability resulting from our participation in multiemployer defined benefit pension plans;
- risks associated with suppliers from whom our products are sourced;
- disruptions to our relationship with, or to the business of, our primary distributor;

- the inability to hire and retain sufficient qualified personnel or increases in labor costs;
- healthcare reform legislation;
- the contract intensive nature of our business, which may lead to client disputes;
- seasonality;
- disruptions in the availability of our computer systems or privacy breaches;
- failure to maintain effective internal controls;
- our leverage;
- the inability to generate sufficient cash to service all of our indebtedness;
- debt agreements that limit our flexibility in operating our business; and
- other factors set forth under the heading “Risk Factors” in this prospectus and under the headings “Item 1A. Risk Factors,” “Item 3. Legal Proceedings” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2016 incorporated by reference herein and “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2017, March 31, 2017 and December 30, 2016 incorporated by reference herein, as such factors may be updated from time to time in the other documents and reports that we file with the SEC that are incorporated or deemed to be incorporated by reference in this prospectus.

We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained or incorporated by reference in this prospectus may not in fact occur. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments, changes in our expectations, or otherwise, except as required by law.

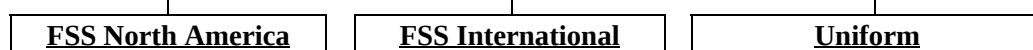
## OUR COMPANY

We are a leading global provider of food, facilities and uniform services. Our core market is North America (composed of the United States and Canada), which is supplemented by an additional 17-country footprint. We hold the #2 position in North America in food and facilities services as well as uniform services based on total sales in fiscal 2016. Internationally, we hold a top 3 position in food and facilities services based on total sales in fiscal 2016 in most countries in which we have significant operations, and are one of only 3 food and facilities competitors with our combination of scale, scope, and global reach. Through our established brand, broad geographic presence and approximately 266,500 employees, we anchor our business in our partnerships with thousands of education, healthcare, business and sports, leisure & corrections clients. Through these partnerships we serve millions of consumers including students, patients, employees, sports fans and guests worldwide. In fiscal 2016, we generated sales of \$14,415.8 million, operating income of \$746.3 million and net income of \$288.2 million.

We operate our business in three reportable segments that share many of the same operating characteristics: Food and Support Services North America (“FSS North America”), Food and Support Services International (“FSS International”) and Uniform and Career Apparel (“Uniform”). Both FSS North America and Uniform have significant scale and hold the #2 position in North America, while in our FSS International segment we hold a top 3 position in most countries in which we have significant operations based on fiscal 2016 total sales. The following chart shows a breakdown of our sales and operating income by our reportable segments in fiscal 2016:



**Reportable Segments:**



<b>FY 2016 Sales<sup>(a)</sup>:</b>	\$ 10,122.3	\$ 2,729.8	\$ 1,563.7
<b>FY 2016 Operating Income<sup>(a)</sup>:</b>	\$ 546.4	\$ 129.1	\$ 195.3
<b>Services:</b>	Food, hospitality and facilities	Food, hospitality and facilities	Rental, sale and maintenance of uniform apparel and other items
<b>Sectors:</b>	Business & industry, sports, leisure & corrections, education and healthcare	Business & industry, sports, leisure & corrections, healthcare and education	Business, public institutions, manufacturing, transportation and service industries

(a) Dollars in millions. Operating income excludes \$124.5 million related to corporate expenses.

### Company Information

Aramark is organized under the laws of the State of Delaware.

Our executive offices are located at Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107. Our telephone number is (215) 238-3000. Our website is [www.aramark.com](http://www.aramark.com). This internet address is provided for informational purposes only and is not intended to be a hyperlink. Accordingly, no information in this internet address is included or incorporated by reference in this prospectus and no such information should be relied upon in connection with making any investment decision with respect to any securities offered pursuant to this prospectus.

## **RISK FACTORS**

Investing in our securities involves risks. Before you make a decision to purchase any securities offered pursuant to this prospectus, you should carefully read and consider the risks and uncertainties and the risk factors set forth under the caption “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2016, which is incorporated by reference into this prospectus, and under the caption “Risk Factors” or any similar caption in the other documents and reports that we file with the SEC after the date of this prospectus that are incorporated or deemed to be incorporated by reference into this prospectus as well as any risks described in any applicable prospectus supplement or free writing prospectus that we provide you in connection with an offering of any securities pursuant to this prospectus. Additionally, the risks and uncertainties discussed in this prospectus or in any document incorporated by reference into this prospectus are not the only risks and uncertainties that we face, and our business, financial condition, liquidity and results of operations and the market price of our securities could be materially adversely affected by other matters that are not known to us or that we currently do not consider to be material.

## USE OF PROCEEDS

Except as otherwise set forth in a prospectus supplement, we intend to use the net proceeds from sales of the securities offered pursuant to this prospectus for general corporate purposes, which may include one or more of the following: refunding, repurchasing, retiring upon maturity, redeeming or repaying existing debt; working capital; capital expenditures; repurchases of our capital stock; and strategic investments and acquisitions. We will not receive any proceeds from sales of securities by selling stockholders.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our historical ratios of earnings to fixed charges for the periods indicated. This information should be read in conjunction with the consolidated financial statements and the accompanying notes appearing in our Annual Report on Form 10-K for the fiscal year ended September 30, 2016 and our Quarterly Report on Form 10-Q for the nine months ended June 30, 2017 incorporated by reference into this prospectus.

	<u>Nine Months Ended</u>	<u>Fiscal Year Ended</u>				
	<u>June 30, 2017</u>	<u>September 30, 2016</u>	<u>October 2, 2015</u>	<u>October 3, 2014<sup>(2)</sup></u>	<u>September 27, 2013</u>	<u>September 28, 2012</u>
Ratio of earnings to fixed charges <sup>(1)</sup>	2.3x	2.1x	1.9x	1.5x	1.2x	1.2x

- (1) For the purpose of determining the ratio of earnings to fixed charges, earnings available for fixed charges include pre-tax income from continuing operations plus fixed charges (excluding capitalized interest). Fixed charges consist of interest on all indebtedness (including capitalized interest) plus that portion of operating lease rentals representative of the interest factor (deemed to be one-third of operating lease rentals).
- (2) Fiscal 2014 was a 53 week year.



## DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of, and is qualified in its entirety by, our amended and restated certificate of incorporation and amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part.

Our purpose is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware (the "DGCL"). Our authorized capital stock consists of 600,000,000 shares of common stock, par value \$0.01 per share, and 100,000,000 shares of preferred stock, par value \$0.01 per share. As of July 28, 2017, 245,105,108 shares of our common stock were issued and outstanding and no shares of our preferred stock was issued and outstanding. As of July 28, 2017, there were 592 holders of record of our common stock. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

### **Common Stock**

Holders of shares of our common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our common stock do not have cumulative voting rights in the election of directors.

Upon our liquidation, dissolution or winding up and after payment in full of all amounts required to be paid to creditors and to the holders of shares of our preferred stock having liquidation preferences, if any, the holders of shares of our common stock will be entitled to receive pro rata our remaining assets available for distribution. Holders of shares of our common stock do not have preemptive, subscription, redemption or conversion rights. Shares of our common stock will not be subject to further calls or assessment by us. There will be no redemption or sinking fund provisions applicable to shares of our common stock. All shares of our common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable. The rights, powers, preferences and privileges of holders of shares of our common stock will be subject to those of the holders of any shares of our preferred stock we may authorize and issue in the future.

### *Transfer Agent and Registrar*

The transfer agent and registrar for shares of our common stock is Computershare Trust Company, N.A.

### *Listing*

Our common stock is listed on the NYSE under the symbol "ARMK."

### **Preferred Stock**

Our amended and restated certificate of incorporation authorizes our board of directors to establish one or more series of shares of preferred stock (including shares of convertible preferred stock). Unless required by law or by the NYSE, the authorized shares of preferred stock will be available for issuance without further action by you. Our board of directors is able to determine, with respect to any series of shares of preferred stock, the powers (including voting powers), preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in the preferred stock designation, increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;

- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of the Company or any other corporation, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We could issue a series of shares of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of shares of our common stock might believe to be in their best interests or in which the holders of shares of our common stock might receive a premium for your shares of common stock over the market price of the shares of common stock. Additionally, the issuance of shares of preferred stock may adversely affect the holders of shares of our common stock by restricting dividends on the shares of common stock, diluting the voting power of the shares of common stock or subordinating the liquidation rights of the shares of common stock. As a result of these or other factors, the issuance of shares of preferred stock could have an adverse impact on the market price of shares of our common stock.

## **Dividends**

The DGCL permits a corporation to declare and pay dividends out of “surplus” or, if there is no “surplus,” out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. “Surplus” is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation by the board of directors. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets equals the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets.

Declaration and payment of any dividend is subject to the discretion of our board of directors. The time and amount of dividends depends on our financial condition, operations, cash requirements and availability, debt repayment obligations, capital expenditure needs and restrictions in our debt instruments, industry trends, the provisions of Delaware law affecting the payment of distributions to stockholders and any other factors our board of directors may consider relevant.

We currently pay a quarterly cash dividend to holders of our common stock and intend to continue to pay cash dividends on our common stock, subject to our compliance with applicable law, and depending on, among other things, our results of operations, financial condition, level of indebtedness, capital requirements, contractual restrictions, business prospects and other factors that our board of directors may deem relevant. In addition, our ability to pay dividends is limited by covenants in our senior secured credit agreement and our notes indentures. Future agreements may also limit our ability to pay dividends. See “Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities—Dividends” in our Annual Report on Form 10-K for the fiscal year ended September 30, 2016 incorporated by reference herein for restrictions on our ability to pay dividends.

## **Annual Stockholder Meetings**

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that annual stockholder meetings will be held at a date, time and place, if any, as exclusively selected by our board of directors. To the extent permitted under applicable law, we may conduct meetings by remote communications, including by webcast.

## **Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law**

Our amended and restated certificate of incorporation, amended and restated bylaws and the DGCL contain provisions, which are summarized in the following paragraphs, that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors. These provisions are intended to avoid costly takeover battles, reduce our vulnerability to a hostile change of control and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these provisions may have an anti-takeover effect and may delay,

deter or prevent a merger or acquisition of the Company by means of a tender offer, a proxy contest or other takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the prevailing market price for the shares of common stock held by stockholders.

#### *Authorized but Unissued Capital Stock*

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the NYSE, which apply so long as our common stock remains listed on the NYSE, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of common stock. Additional shares that may be used in the future may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

Our board of directors may generally issue preferred shares on terms calculated to discourage, delay or prevent a change of control of the Company or the removal of our management. Moreover, our authorized but unissued shares of preferred stock will be available for future issuances without stockholder approval and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, to facilitate acquisitions and employee benefit plans.

One of the effects of the existence of unissued and unreserved shares of common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive our stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

#### *Delaware Anti-Takeover Statutes*

Certain Delaware law provisions may make it more difficult for someone to acquire us through a tender offer, proxy contest or otherwise.

Section 203 of the DGCL, provides that, subject to certain stated exceptions, an “interested stockholder” is any person (other than the corporation and any direct or indirect majority-owned subsidiary) who owns 15% or more of the outstanding voting stock of the corporation or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within the three-year period immediately prior to the date of determination, and the affiliates and associates of such person. A corporation may not engage in a business combination with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder unless:

- prior to such time the board of directors of the corporation approved either the business combination or transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by persons who are directors and also officers and employee stock plans in which participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of 66-2/3% of the outstanding voting stock which is not owned by the interested stockholder.

The effect of these provisions may make a change of control of our business more difficult by delaying, deferring or preventing a tender offer or other takeover attempt that a stockholder might consider in its best interest. This includes attempts that might result in the payment of a premium to stockholders over the market price for their shares. These provisions also may promote the continuity of our management by making it more difficult for a person to remove or change the incumbent members of the board of directors.

#### *Removal of Directors; Vacancies*

Our amended and restated certificate of incorporation provides that directors may only be removed by the affirmative vote of holders of at least 75% in voting power of all the then-outstanding shares of stock of the Company entitled to vote

thereon, voting together as a single class. In addition, our amended and restated certificate of incorporation also provides that, subject to the rights granted to one or more series of shares of preferred stock then outstanding, any newly created directorship on the board of directors that results from an increase in the number of directors and any vacancy occurring in the board of directors may, unless otherwise required by law or by resolution by the board of directors, only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by the stockholders).

#### *No Cumulative Voting*

Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation does not authorize cumulative voting. Therefore, stockholders holding a majority in voting power of the shares of our stock entitled to vote generally in the election of directors will be able to elect all our directors.

#### *Special Stockholder Meetings*

Our amended and restated certificate of incorporation provides that special meetings of our stockholders may be called at any time only by or at the direction of the board of directors or the chairman of the board of directors. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of the Company.

#### *Requirements for Advance Notification of Director Nominations and Stockholder Proposals*

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be “properly brought” before a meeting, a stockholder will have to comply with advance notice requirements and provide us with certain information. Generally, to be timely, a stockholder’s notice must be received at our principal executive offices not less than 90 days nor more than 120 days in advance of the first anniversary of the preceding year’s annual meeting of stockholders. Our amended and restated bylaws also specify requirements as to the form and content of a stockholder’s notice. Our amended and restated bylaws allow the chairman of the meeting at a meeting of the stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to influence or obtain control of the Company.

Our amended and restated bylaws contain proxy access provisions that permit, beginning with our 2018 annual meeting of stockholders, subject to certain conditions and exceptions described therein, a stockholder, or a group of up to 20 stockholders, owning 3% or more of the outstanding shares of stock of the Company entitled to vote generally for the election of directors continuously for at least three years, to nominate and include in our proxy materials candidates for election as directors. Such stockholder or group may nominate up to the greater of two nominees and the largest whole number that does not exceed 20% of our board of directors; provided that the stockholder or group and the nominee(s) satisfy the requirements specified in our amended and restated bylaws. To use the proxy access procedure, a proper notice of proxy access nomination must be received at our principal executive offices not less than 90 days nor more than 120 days in advance of the first anniversary of the preceding year’s annual meeting of stockholders. In no event shall any adjournment or postponement of an annual meeting of stockholders, the date of which has been announced by the Company, commence a new time period for the giving of a notice of proxy access nomination as described above.

#### *Stockholder Action by Written Consent*

Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding shares of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation precludes stockholder action by written consent.

### *Supermajority Provisions*

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the board of directors is expressly authorized to make, alter, amend, change, add to, rescind or repeal, in whole or in part, our bylaws without a stockholder vote in any matter not inconsistent with the laws of the State of Delaware and our amended and restated certificate of incorporation. Any amendment, alteration, rescission or repeal of our bylaws by our stockholders will require the affirmative vote of the holders of at least 75% in voting power of all the then-outstanding shares of stock of the Company entitled to vote thereon, voting together as a single class.

The DGCL provides generally that the affirmative vote of a majority of the outstanding shares entitled to vote thereon, voting together as a single class, is required to amend a corporation's certificate of incorporation, unless the certificate of incorporation requires a greater percentage.

Our amended and restated certificate of incorporation provides that the following provisions in our amended and restated certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 75% in voting power of all the then-outstanding shares of stock of the Company entitled to vote thereon, voting together as a single class:

- the provision requiring a 75% supermajority vote for stockholders to amend our amended and restated bylaws;
- the provisions regarding resignation and removal of directors;
- the provisions regarding competition and corporate opportunities;
- the provisions regarding stockholder action by written consent;
- the provisions regarding calling special meetings of stockholders;
- the provisions regarding filling vacancies on our board of directors and newly created directorships;
- the provisions eliminating monetary damages for breaches of fiduciary duty by a director;
- the provisions related to the Court of Chancery as the exclusive forum for certain types of actions by stockholders; and
- the amendment provision requiring that the above provisions be amended only with a 75% supermajority vote.

The combination of the lack of cumulative voting and the supermajority voting requirements will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

These provisions may have the effect of deterring hostile takeovers or delaying or preventing changes in control of our management or the Company, such as a merger, reorganization or tender offer. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of the Company. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. These provisions are also intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts.

### *Dissenters' Rights of Appraisal and Payment*

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation of us. Pursuant to the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery.

## *Stockholders' Derivative Actions*

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of shares of our stock at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law.

## *Exclusive Forum*

Our amended and restated certificate of incorporation provides that unless we consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for any stockholder (including any beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Company to the Company or the Company's stockholders, creditors or other constituents, (iii) any action asserting a claim against the Company or any director or officer of the Company arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or our amended and restated bylaws, or (iv) any action asserting a claim against the Company or any director or officer of the Company governed by the internal affairs doctrine, in each such case subject to said Court of Chancery having subject matter jurisdiction, in certain cases, and having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of incorporation. However, the enforceability of similar forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be unenforceable.

## **Conflicts of Interest**

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Pursuant to our amended and restated certificate of incorporation, we have, to the maximum extent permitted from time to time by Delaware law, renounced any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to our officers, directors or stockholders or their respective affiliates, other than those officers, directors, stockholders or affiliates who are our or our subsidiaries' employees. Our amended and restated certificate of incorporation provides that, to the fullest extent permitted by law, none of GS Capital Partners, CCMP Capital Advisors, LLC, J.P. Morgan Partners, LLC, Thomas H. Lee Partners, L.P., Warburg Pincus LLC and Joseph Neubauer, who we refer to as the "Former Controlling Owners," or any of their affiliates has any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which we or our affiliates now engage or propose to engage or (ii) otherwise competing with us or our affiliates. In addition, to the fullest extent permitted by law, in the event that a Former Controlling Owner acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself or its affiliates or for us or our affiliates, such person has no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our amended and restated certificate of incorporation does not renounce our interest in any business opportunity that is expressly offered to a director designated by a Former Controlling Owner solely in his or her capacity as a director or officer of the Company.

## **Limitations on Liability and Indemnification of Officers and Directors**

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation does not apply to any director if the director has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions or derived an improper benefit from his or her actions as a director.

Our amended and restated bylaws provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

We currently are party to indemnification agreements with certain of our directors and officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

There is currently no pending material litigation or proceeding involving any of our directors or officers for which indemnification is sought.

## DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

Please note that in this section entitled “Description of Debt Securities and Guarantees,” references to Aramark refer only to Aramark and not to any of its subsidiaries. The term “issuer” means Aramark, Aramark Services, Inc. and/or one or more of the other subsidiaries of Aramark, depending on which registrant is offering the debt securities, and the term “issuers” is a collective reference to the registrants offering debt securities using this prospectus.

Aramark may issue debt securities. The debt securities will be Aramark’s unsubordinated and, unless otherwise expressly stated in the applicable prospectus supplement, unsecured obligations and may be issued in one or more series. Aramark Services, Inc. and/or one or more of the other subsidiaries of Aramark may also issue debt securities. The debt securities will be such subsidiary’s unsubordinated and, unless otherwise expressly stated in the applicable prospectus supplement, unsecured obligations and may be issued in one or more series. The debt securities of any series of the applicable issuer may have the benefit of guarantees (each, a “Guarantee”) by one or more of the subsidiaries of Aramark (each, a “Subsidiary Guarantor”). In the case of debt securities issued by a subsidiary of Aramark, the debt securities will also be guaranteed by Aramark (collectively with the Subsidiary Guarantors, the “Guarantors”). The Guarantees will be the unsubordinated and, unless otherwise expressly stated in the applicable prospectus supplement, unsecured obligations of the respective Guarantors. If so indicated in the applicable prospectus supplement, the issuers may issue debt securities that are secured by specified collateral or that have the benefit of one or more Guarantees that are secured by specified collateral. Unless otherwise expressly stated or the context otherwise requires, as used in this section, the term “guaranteed debt securities” means any debt securities that, as described in the prospectus supplement relating thereto, are guaranteed by one or more Guarantors pursuant to the applicable indenture (as defined below); the term “secured debt securities” means any debt securities that, as described in the prospectus supplement relating thereto, are secured by collateral; the term “unsecured debt securities” means any debt securities that are not secured debt securities; and the term “debt securities” includes both unsecured debt securities and secured debt securities and both guaranteed and unguaranteed debt securities.

The debt securities issued by Aramark will be issued under one or more indentures, each to be entered into by Aramark, one or more Subsidiary Guarantors, a trustee, registrar, paying agent and transfer agent and/or a collateral agent, as applicable. The debt securities issued by a subsidiary of Aramark will be issued under one or more indentures, each to be entered into by such issuer, Aramark, one or more Subsidiary Guarantors, a trustee, registrar, paying agent and transfer agent and/or a collateral agent, as applicable. The trustee, registrar, paying agent, transfer agent, collateral agent, calculation agent and/or foreign currency agent (collectively, the “agents”), as applicable, shall be named in the applicable prospectus supplement. Unless otherwise expressly stated in the applicable prospectus supplement, the issuers may issue both secured and unsecured debt securities under their respective indentures. Unless otherwise expressly stated or the context otherwise requires, references in this section to the “indenture” and the “trustee” refer to the applicable indenture pursuant to which any particular series of debt securities is issued and to the trustee under that indenture. The terms of any series of debt securities and, if applicable, any Guarantees of the debt securities of such series will be those specified in or pursuant to the applicable indenture and in the certificates evidencing that series of debt securities and those made part of the indenture by the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act of 1939”).

The following summary of selected provisions of the indentures, the debt securities and the Guarantees is not complete, and the summary of selected terms of a particular series of debt securities and, if applicable, the Guarantees of the debt securities of that series included in the applicable prospectus supplement also will not be complete. You should review the form of applicable indenture, the form of any applicable supplemental indenture and the form of certificate evidencing the applicable debt securities, which forms have been or will be filed as exhibits to the registration statement of which this prospectus is a part or as exhibits to documents which have been or will be incorporated by reference in this prospectus. To obtain a copy of the form of indenture, the form of any such supplemental indenture or the form of certificate for any debt securities, see “Where You Can Find More Information” in this prospectus. The following summary and the summary in the applicable prospectus supplement are qualified in their entirety by reference to all of the provisions of the applicable indenture, any supplemental indenture and the certificates evidencing the applicable debt securities, which provisions, including defined terms, are incorporated by reference in this prospectus. Capitalized terms used in this section and not defined have the meanings assigned to those terms in the applicable indenture.

The following description of debt securities describes general terms and provisions of a series of debt securities and, if applicable, the Guarantees of the debt securities of that series to which any prospectus supplement may relate. The debt securities may be issued from time to time in one or more series. The particular terms of each series that is offered by a prospectus supplement, including the issuer of the debt securities, will be described in the applicable prospectus supplement. If any particular terms of the debt securities or, if applicable, any Guarantees of the debt securities of that series or the applicable indenture described in a prospectus supplement differ from any of the terms described in this prospectus, the terms described in the applicable prospectus supplement will supersede the terms described in this prospectus.



## General

The indentures provide that the debt securities may be issued without limit as to aggregate principal amount, in one or more series, and in any currency or currency units, in each case as established from time to time in or under the authority granted by a resolution of the applicable board of directors or comparable governing body or set forth in an officers' certificate pursuant to such resolution or as established in one or more supplemental indentures. All debt securities of one series need not be issued at the same time, and may vary as to interest rate, maturity and other provisions and, unless otherwise provided, a series may be "reopened," without the consent of the holders of the debt securities of that series, for issuance of additional debt securities of that series ranking equally with debt securities of that series and otherwise similar in all respects except for issue date and issue price. Please read the applicable prospectus supplement relating to the series of debt securities being offered for specific terms including, where applicable:

- the title of the series of debt securities;
- any limit on the aggregate principal amount of debt securities of the series and if such series may not be reopened from time to time for the issuance of additional debt securities of such series;
- the price or prices at which debt securities of the series will be issued;
- the person to whom any interest on a debt security of the series shall be payable, if other than the person in whose name that debt security is registered on the applicable record date;
- the date or dates on which the applicable issuer will pay the principal of and premium, if any, on debt securities of the series, or the method or methods, if any, used to determine those dates;
- the rate or rates, which may be fixed or variable, at which debt securities of the series will bear interest, if any, or the method or methods, if any, used to determine or extend those rates;
- the basis used to calculate interest, if any, on the debt securities of the series if other than a 360-day year of twelve 30-day months;
- the date or dates, if any, from which interest on the debt securities of the series will begin to accrue, or the method or methods, if any, used to determine those dates;
- the dates on which the interest, if any, on the debt securities of the series will be payable and the record dates for the payment of interest;
- the place or places where amounts due on the debt securities of the series will be payable and where the debt securities of the series may be surrendered for registration of transfer and exchange, if other than the corporate trust office of the applicable trustee;
- the terms and conditions, if any, upon which the applicable issuer may, at its option, redeem debt securities of the series;
- the terms and conditions, if any, upon which the applicable issuer will repurchase or repay debt securities of the series at the option of the holders of debt securities of the series;
- the terms of any sinking fund or analogous provision;
- if other than U.S. dollars, the currency in which the purchase price for the debt securities of the series will be payable, the currency in which payments on the debt securities of the series will be payable, and the ability, if any, of the applicable issuer or the holders of debt securities of the series to have payments made in any other currency or currencies;
- any addition to, or modification or deletion of, any covenant or Event of Default (as defined below) with respect to debt securities of the series;

- whether any debt securities of the series will be issued in temporary or permanent global form (“global debt securities”) and, if so, the identity of the depository for the global debt securities if other than The Depository Trust Company (“DTC”);
- if and under what circumstances the applicable issuer will pay additional amounts (“Additional Amounts”) on the debt securities of the series in respect of specified taxes, assessments or other governmental charges and, if so, whether the applicable issuer will have the option to redeem the debt securities of the series rather than pay the Additional Amounts;
- the extent to which, or the manner in which, any interest payable on a temporary global debt security will be paid, if other than in the manner provided in the indenture;
- the portion of the principal amount of the debt securities of the series which will be payable upon acceleration if other than the full principal amount;
- the authorized denominations in which the debt securities of the series will be issued, if other than denominations of \$2,000 and any integral multiples of \$1,000;
- the terms, if any, upon which debt securities of the series may be exchangeable for other property;
- if the amount of payments on the debt securities of the series may be determined with reference to an index, formula or other method or methods and the method used to determine those amounts;
- whether the debt securities of the series will be guaranteed by any Guarantors and, if so, the names of the Guarantors of the debt securities of the series and a description of the Guarantees;
- if the debt securities of the series or, if applicable, any Guarantees of those debt securities will be secured by any collateral and, if so, a general description of the collateral and of some of the terms of any related security, pledge or other agreements;
- any listing of the debt securities on any securities exchange;
- any other terms of the debt securities of the series and, if applicable, any Guarantees of the debt securities (whether or not such other terms are consistent or inconsistent with any other terms of the indenture); and
- the appointment of any agents, if other than the applicable trustee.

As used in this prospectus and any prospectus supplement relating to the offering of debt securities of any series, references to the principal of and premium, if any, and interest, if any, on the debt securities of the series include the payment of Additional Amounts, if any, required by the debt securities of the series to be paid in that context.

Debt securities may be issued as original issue discount securities to be sold at a substantial discount below their principal amount. In the event of an acceleration of the maturity of any original issue discount security, the amount payable to the holder upon acceleration will be determined in the manner described in the applicable prospectus supplement. Certain U.S. federal income tax considerations applicable to original issue discount securities will be described in the applicable prospectus supplement.

If the purchase price of any debt securities is payable in a foreign currency or if the principal of, or premium, if any, or interest, if any, on any debt securities is payable in a foreign currency, the specific terms of those debt securities and the applicable foreign currency will be specified in the prospectus supplement relating to those debt securities.

The terms of the debt securities of any series may differ from the terms of the debt securities of any other series, and the terms of particular debt securities within any series may differ from each other. Unless otherwise expressly provided in the prospectus supplement relating to any series of debt securities, the applicable issuer may, without the consent of the holders of the debt securities of any series, reopen an existing series of debt securities and issue additional debt securities of that series.

Unless otherwise described in a prospectus supplement relating to any series of debt securities and except to the limited extent set forth below under “—Merger, Consolidation and Sale of Assets,” the indentures do not contain any

provisions that would limit the issuers' ability or the ability of any of the respective issuer's subsidiaries to incur indebtedness or other liabilities or that would afford holders of debt securities protection in the event of a business combination, takeover, recapitalization or highly leveraged or similar transaction involving the applicable issuer. Accordingly, an issuer and its subsidiaries, if any, may in the future enter into transactions that could increase the amount of its consolidated indebtedness and other liabilities or otherwise adversely affect its capital structure or credit rating without the consent of the holders of the debt securities of any series.

### **Registration, Transfer and Payment**

Unless otherwise indicated in the applicable prospectus supplement, each series of debt securities will be issued in registered form only, without coupons.

Unless otherwise indicated in the applicable prospectus supplement, registered debt securities will be issued in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

Unless otherwise indicated in the applicable prospectus supplement, the debt securities will be payable and may be surrendered for registration of transfer or exchange and, if applicable, for conversion into or exchange for other securities or property, at an office or agency maintained by the applicable issuer. However, the applicable issuer, at its option, may make payments of interest on any registered debt security by check mailed to the address of the person entitled to receive that payment or by wire transfer to an account maintained by the payee with a bank located in the United States of America. Unless otherwise indicated in the applicable prospectus supplement, no service charge shall be made for any registration of transfer or exchange, redemption or repayment of debt securities, or for any conversion or exchange of debt securities for other securities or property, but the applicable issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with that transaction.

Unless otherwise indicated in the applicable prospectus supplement, the applicable issuer will not be required to:

- issue, register the transfer of or exchange debt securities of any series during a period beginning at the opening of business 15 days before the day of any selection of such debt securities for redemption and ending at the close of business on the day of such selection;
- register the transfer of or exchange any debt security, or portion of any such debt security, selected for redemption, except the unredeemed portion of any debt security being redeemed in part; or
- register the transfer of or to exchange any debt security between a record date and the next succeeding interest payment date.

### **Ranking of Debt Securities**

The unsecured debt securities of each series of each issuer will be unsecured, unsubordinated obligations of the applicable issuer and will rank on a parity in right of payment with all of such issuer's other unsecured and unsubordinated indebtedness. The secured debt securities of each series of each issuer will be unsubordinated obligations of the applicable issuer and will rank on a parity in right of payment with all other unsecured and unsubordinated indebtedness of the applicable issuer, except that the secured debt securities of any series will effectively rank senior to unsecured and unsubordinated indebtedness of the applicable issuer in respect of claims against the collateral that is pledged to secure those secured debt securities to the extent of the value of such collateral.

The debt securities will be the exclusive obligations of the applicable issuer. A significant portion of our operations are conducted through subsidiaries. Accordingly, the issuers' cash flow and ability to service indebtedness, including the debt securities, may depend on the results of operations of its respective subsidiaries, if any, and upon the ability of such subsidiaries to provide cash to such issuer, whether in the form of dividends, loans or otherwise, to pay amounts due on such issuer's obligations, including the debt securities. Any subsidiaries of each issuer are separate and distinct legal entities and have no obligation, contingent or otherwise, to make payments on the debt securities (except, in the case of any subsidiary that has guaranteed any debt securities, its obligations under its Guarantee of those debt securities for so long as that Guarantee remains in effect) or to make any funds available to such issuer. Certain debt and security agreements entered into by certain of the issuers' subsidiaries, if any, contain various restrictions, including restrictions on payments and loans by subsidiaries to the applicable issuer and the transfer by the subsidiaries, if any, to the applicable issuer of assets pledged as collateral under such agreements. In addition, dividends, loans or other distributions from subsidiaries to the applicable issuer may be subject to

additional contractual and other restrictions, are dependent upon the results of operations of such subsidiaries and are subject to other business considerations.

The unsecured debt securities of the applicable issuer will be effectively subordinated to all of the existing and future secured indebtedness of such issuer to the extent of the value of the collateral securing that indebtedness. Consequently, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to the applicable issuer, the holders of such issuer's secured indebtedness will be entitled to proceed directly against the collateral that secures that secured indebtedness, and such collateral will not be available for satisfaction of any amounts owed by the applicable issuer under its unsecured indebtedness, including the unsecured debt securities, until that secured indebtedness is satisfied in full. Unless otherwise provided in the applicable prospectus supplement, the indentures will not limit the issuers' ability to incur secured indebtedness.

The unsecured debt securities of the issuers (other than any unsecured debt securities that have been guaranteed by any of such issuer's subsidiaries for so long as the Guarantees of those debt securities remain in effect) will be effectively subordinated to all existing and future liabilities and preferred equity of the applicable issuer's subsidiaries, if any. These liabilities may include indebtedness, trade payables, other guarantees, lease obligations, swaps and letter of credit obligations. Therefore, the issuers' rights and the rights of the issuers' creditors, including the holders of unsecured debt securities, to participate in the assets of any subsidiary upon that subsidiary's bankruptcy, liquidation, dissolution, reorganization or similar circumstances will be subject (except in the case of any subsidiary that has guaranteed any unsecured debt securities for so long as its Guarantee of those debt securities remains in effect) to the prior claims of the subsidiary's creditors, except to the extent that an issuer may itself be a creditor with recognized claims against the subsidiary. However, even if an issuer is a creditor of one or more of its subsidiaries, its claims would still be effectively subordinate to any security interest in, or mortgages or other liens on, the assets of the subsidiary and would be subordinate to any indebtedness of the subsidiary senior to that held by the applicable issuer. Unless otherwise provided in the applicable prospectus supplement, the indentures will not limit the ability of any of the respective issuer's subsidiaries to incur additional secured or unsecured indebtedness, guarantees or other liabilities.

## **Guarantees**

The debt securities of any series of each issuer may be guaranteed by one or more of Aramark's subsidiaries and, in the case of debt securities issued by one of Aramark's subsidiaries, such debt securities will also be guaranteed by Aramark. The Guarantors of any series of guaranteed debt securities of each issuer may differ from the Guarantors of any other series of guaranteed debt securities of such issuer or any other issuer. In the event the issuer issues a series of guaranteed debt securities, the specific Guarantors of the debt securities of that series will be identified in the applicable prospectus supplement and a description of some of the terms of Guarantees of those debt securities will be set forth in the applicable prospectus supplement. Unless otherwise provided in the prospectus supplement relating to a series of guaranteed debt securities, each Guarantor of the debt securities of such series will unconditionally guarantee the due and punctual payment of the principal of, and premium, if any, and interest, if any, on and any other amounts payable with respect to, each debt security of such series and the due and punctual performance of all of the applicable issuer's other obligations under the applicable indenture with respect to the debt securities of such series, all in accordance with the terms of such debt securities and the applicable indenture.

Notwithstanding the foregoing, unless otherwise provided in the prospectus supplement relating to a series of guaranteed debt securities, the applicable indenture will contain provisions to the effect that the obligations of each Guarantor under its Guarantees and such indenture shall be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor, result in the obligations of such Guarantor under such Guarantees and such indenture not constituting a fraudulent conveyance or fraudulent transfer under applicable law. However, there can be no assurance that, notwithstanding such limitation, a court would not determine that a Guarantee constituted a fraudulent conveyance or fraudulent transfer under applicable law. If that were to occur, the court could void the applicable Guarantor's obligations under that Guarantee, subordinate that Guarantee to other debt and other liabilities of that Guarantor or take other action detrimental to holders of the debt securities of the applicable series, including directing the holders to return any payments received from the applicable Guarantor.

The applicable prospectus supplement relating to any series of guaranteed debt securities will specify other terms of the applicable Guarantees, which may include provisions that allow a Guarantor to be released from its obligations under its Guarantee under specified circumstances or that provide for one or more Guarantees to be secured by specified collateral.

Unless otherwise expressly stated in the applicable prospectus supplement relating to a series of guaranteed debt securities, each Guarantee will be the unsubordinated and unsecured obligation of the applicable Guarantor and will rank on a parity in right of payment with all other unsecured and unsubordinated indebtedness and guarantees of such Guarantor. Each

Guarantee (other than a secured Guarantee) will be effectively subordinated to all existing and future secured indebtedness and secured guarantees of the applicable Guarantor to the extent of the value of the collateral securing that indebtedness and those guarantees. Consequently, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding with respect to any Guarantor that has provided an unsecured Guarantee of any debt securities, the holders of that Guarantor's secured indebtedness and secured guarantees will be entitled to proceed directly against the collateral that secures that secured indebtedness or those secured guarantees, as the case may be, and such collateral will not be available for satisfaction of any amount owed by such Guarantor under its unsecured indebtedness and unsecured guarantees, including its unsecured Guarantees of any debt securities, until that secured debt and those secured guarantees are satisfied in full. Unless otherwise provided in the applicable prospectus supplement, the indentures will not limit the ability of any Guarantor to incur secured indebtedness or issue secured guarantees.

Unless otherwise expressly stated in the applicable prospectus supplement, each secured Guarantee will be an unsubordinated obligation of the applicable Guarantor and will rank on a parity in right of payment with all other unsecured and unsubordinated indebtedness and guarantees of such Guarantor, except that such secured Guarantee will effectively rank senior to such Guarantor's unsecured and unsubordinated indebtedness and guarantees in respect of claims against the collateral securing that secured Guarantee.

### **Book-entry Debt Securities**

The debt securities of a series may be issued in whole or in part in the form of one or more global debt securities. Global debt securities will be deposited with, or on behalf of, a depository which, unless otherwise specified in the applicable prospectus supplement relating to the series, will be DTC. Global debt securities may be issued in either temporary or permanent form. Unless and until it is exchanged in whole or in part for individual certificates evidencing debt securities, a global debt security may not be transferred except as a whole by the depository to its nominee or by the nominee to the depository, or by the depository or its nominee to a successor depository or to a nominee of the successor depository.

Unless otherwise specified in the applicable prospectus supplement relating to a series of debt securities, we anticipate that global debt securities will be deposited with, or on behalf of, DTC and that global debt securities will be registered in the name of DTC's nominee, Cede & Co. All interests in global debt securities deposited with, or on behalf of, DTC will be subject to the operations and procedures of DTC and, in the case of any interests in global debt securities held through Euroclear Bank S.A./N.V. ("Euroclear") or Clearstream Banking, société anonyme ("Clearstream"), the operations and procedures of Euroclear or Clearstream, as the case may be. Unless otherwise specified in the applicable prospectus supplement relating to a series of debt securities, we also anticipate that the following provisions will apply to the depository arrangements with respect to global debt securities. Additional or differing terms of the depository arrangements may be described in the applicable prospectus supplement.

DTC has advised the issuers that it is:

- a limited-purpose trust company organized under the New York Banking Law;
- a "banking organization" within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among its participants of securities transactions, including transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, which eliminates the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. Access to the DTC system is also available to others, sometimes referred to in this prospectus as indirect participants, that clear transactions through or maintain a custodial relationship with a direct participant either directly or indirectly. Indirect participants include securities brokers and dealers, banks and trust companies. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of debt securities within the DTC system must be made by or through direct participants, which will receive a credit for the debt securities on DTC's records. The ownership interest of the actual purchaser or beneficial owner of a debt security is, in turn, recorded on the direct and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchases, but beneficial owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the direct or indirect participants through which they purchased the debt securities. Transfers of ownership interests in debt securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the debt securities, except under the limited circumstances described below.

To facilitate subsequent transfers, all debt securities deposited by participants with DTC will be registered in the name of DTC's nominee, Cede & Co. The deposit of debt securities with DTC and their registration in the name of Cede & Co. will not change the beneficial ownership of the debt securities. DTC has no knowledge of the actual beneficial owners of the debt securities. DTC's records reflect only the identity of the direct participants to whose accounts the debt securities are credited. Those participants may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct and indirect participants to beneficial owners will be governed by arrangements among them, subject to any legal requirements in effect from time to time. Redemption notices shall be sent to DTC or its nominee. If less than all of the debt securities of a series are being redeemed, DTC will reduce the amount of the interest of each direct participant in the debt securities under its procedures.

In any case where a vote may be required with respect to the debt securities of any series, neither DTC nor Cede & Co. will give consents for or vote the global debt securities. Under its usual procedures, DTC will mail an omnibus proxy to the issuer after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. to those direct participants to whose accounts the debt securities are credited on the record date identified in a listing attached to the omnibus proxy. Principal and premium, if any, and interest, if any, on the global debt securities will be paid to Cede & Co., as nominee of DTC. DTC's practice is to credit direct participants' accounts on the relevant payment date unless DTC has reason to believe that it will not receive payments on the payment date. Payments by direct and indirect participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name." Those payments will be the responsibility of DTC's direct and indirect participants and not of DTC, the issuer, any trustee or any underwriters or agents involved in the offering or sale of any debt securities. Payment of principal, premium, if any, and interest, if any, to DTC is the issuer's responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants.

Except under the limited circumstances described below, beneficial owners of interests in a global debt security will not be entitled to have debt securities registered in their names and will not receive physical delivery of debt securities. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights under the debt securities and the indenture.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer or pledge beneficial interests in global debt securities.

DTC is under no obligation to provide its services as depository for the debt securities of any series and may discontinue providing its services at any time. Neither the issuer nor any trustee nor any underwriters or agents involved in the offering or sale of any debt securities will have any responsibility for the performance by DTC or its participants or indirect participants under the rules and procedures governing DTC. As noted above, beneficial owners of interests in global debt securities generally will not receive certificates representing their ownership interests in the debt securities. However, if specified in the applicable prospectus supplement, if:

- DTC notifies the issuer that it is unwilling or unable to continue as a depository for the global debt securities of any series or if DTC ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended (if so required by applicable law or regulation), and a successor depository for the debt securities of such series is not appointed within 120 days of the notification to the issuer or of the issuer becoming aware of DTC's ceasing to be so registered, as the case may be,
- the issuer determines, in its sole discretion, not to have the debt securities of any series represented by one or more global debt securities, or

- an Event of Default under the applicable indenture has occurred and is continuing with respect to the debt securities of any series,

the applicable issuer will prepare and deliver certificates for the debt securities of that series in exchange for beneficial interests in the global debt securities of that series. Any beneficial interest in a global debt security that is exchangeable under the circumstances described in the preceding sentence will be exchangeable for debt securities in definitive certificated form registered in the names and in the authorized denominations that the depositary shall direct. It is expected that these directions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global debt securities.

Clearstream and Euroclear hold interests on behalf of their participating organizations through customers' securities accounts in Clearstream, Luxembourg's and Euroclear's names on the books of their respective depositaries, which hold those interests in customers' securities accounts in the depositaries' names on the books of DTC. At the present time, Citibank, N.A. acts as U.S. depositary for Clearstream, Luxembourg and JPMorgan Chase Bank, N.A. acts as U.S. depositary for Euroclear (the "U.S. Depositaries").

Clearstream holds securities for its participating organizations ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing.

Clearstream is registered as a bank in Luxembourg, and as such is subject to regulation by the Commission de Surveillance du Secteur Financier and the Banque Centrale du Luxembourg, which supervise and oversee the activities of Luxembourg banks. Clearstream Participants are financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations, and may include any underwriters or agents involved in the offering or sale of any debt securities or their respective affiliates. Indirect access to Clearstream is available to other institutions that clear through or maintain a custodial relationship with a Clearstream Participant. Clearstream has established an electronic bridge with Euroclear as the operator of the Euroclear System (the "Euroclear Operator") in Brussels to facilitate settlement of trades between Clearstream and the Euroclear Operator.

Distributions with respect to global debt securities held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures, to the extent received by the U.S. Depositary for Clearstream. Euroclear holds securities and book-entry interests in securities for participating organizations ("Euroclear Participants") and facilitates the clearance and settlement of securities transactions between Euroclear Participants, and between Euroclear Participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear Participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear Participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations, and may include any underwriters or agents involved in the offering or sale of any debt securities or their respective affiliates. Non-participants in Euroclear may hold and transfer beneficial interests in a global debt security through accounts with a participant in the Euroclear System or any other securities intermediary that holds a book-entry interest in a global debt security through one or more securities intermediaries standing between such other securities intermediary and Euroclear.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the "Terms and Conditions"). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions on interests in global debt securities held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by the U.S. Depositary for Euroclear.

Transfers between Euroclear Participants and Clearstream Participants will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers between direct participants in DTC, on the one hand, and Euroclear Participants or Clearstream Participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its U.S. Depository; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the applicable rules and procedures and within the established deadlines (European time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its U.S. Depository to take action to effect final settlement on its behalf by delivering or receiving interests in global debt securities in DTC, and making or receiving payment in accordance with normal procedures for same-day fund settlement applicable to DTC. Euroclear Participants and Clearstream Participants may not deliver instructions directly to their respective U.S. Depositories.

Due to time zone differences, the securities accounts of a Euroclear Participant or Clearstream Participant purchasing an interest in a global debt security from a direct participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear Participant or Clearstream Participant, during the securities settlement processing day (which must be a business day for Euroclear or Clearstream) immediately following the settlement date of DTC. Cash received in Euroclear or Clearstream as a result of sales of interests in a global debt security by or through a Euroclear Participant or Clearstream Participant to a direct participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Euroclear and Clearstream are under no obligation to perform or to continue to perform the foregoing procedures and such procedures may be discontinued at any time without notice. Neither the issuer nor any trustee nor any underwriters or agents involved in the offering or sale of any debt securities will have any responsibility for the performance by Euroclear or Clearstream or their respective participants of their respective obligations under the rules and procedures governing their operations.

The information in this section concerning DTC, Euroclear and Clearstream and their book-entry systems has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy of that information.

### **Redemption and Repurchase**

The debt securities of any series may be redeemable at the option of the applicable issuer or may be subject to mandatory redemption by the applicable issuer as required by a sinking fund or otherwise. In addition, the debt securities of any series may be subject to repurchase or repayment by the applicable issuer at the option of the holders. The applicable prospectus supplement will describe the terms, the times and the prices regarding any optional or mandatory redemption by the applicable issuer or any repurchase or repayment at the option of the holders of any series of debt securities.

### **Secured Debt Securities**

The debt securities of any series and the Guarantees, if any, of the debt securities of any series may be secured by collateral. The applicable prospectus supplement will describe any such collateral and the terms of such secured debt securities.

### **Merger, Consolidation and Sale of Assets**

Unless otherwise specified in the applicable prospectus supplement, the indentures provide that the applicable issuer will not consolidate or merge with or into or wind up into (whether or not the issuer is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of such issuer and its subsidiaries on a consolidated basis, in one or more related transactions, to any Person unless:

- either (1) such issuer is the surviving corporation or (2) the Person formed by or surviving any such consolidation or merger (if other than such issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation organized or existing under the laws of the jurisdiction of organization of the applicable issuer or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof or, solely with respect to any issuer that is organized or existing under the laws of any member state of the European Union or the United Kingdom, any other member state of the European Union or the United Kingdom (such issuer or Person, as the case may be, being herein called the "Successor Company");



- the Successor Company, if other than such issuer, shall expressly assume all the obligations of such issuer pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the applicable trustee;
- immediately after giving effect to the transaction described above, no Default under the applicable indenture exists;
- with respect to any guaranteed debt securities, each Guarantor, unless it is the other party to the transactions described above, shall have by supplemental indenture confirmed that its Guarantee shall apply to such person's obligations under the applicable indenture and the debt securities; and
- the trustee shall have received the officers' certificate and opinion of counsel called for by the applicable indenture.

In addition, with respect to secured debt securities, unless otherwise specified in the applicable prospectus supplement, the indentures provide that immediately after giving pro forma effect to the transaction described above, (1) the Collateral owned by the Successor Company will continue to constitute Collateral under the applicable indenture and related security documents and (2) to the extent any assets of the Person which is merged or consolidated with or into the Successor Company are assets of the type which would constitute Collateral under the related security documents, the Successor Company will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the security documents in the manner and to the extent required by the applicable indenture.

In the case of any such merger, consolidation, sale, assignment, transfer, lease, conveyance or other disposition in which the applicable issuer is not the continuing entity and upon execution and delivery by the successor person of the supplemental indenture described above, such Successor Person shall succeed to, and be substituted for, such issuer and may exercise every right and power of the applicable issuer under the applicable indenture with the same effect as if such successor person had been named as such issuer therein, and such issuer shall be automatically released and discharged from all obligations and covenants under the applicable indenture and the debt securities issued under that indenture.

With respect to guaranteed debt securities, unless otherwise specified in the applicable prospectus supplement, the merger, consolidation and transfer of assets provisions described above are equally applicable to each of the Guarantors in its capacity as guarantor of such debt securities.

Notwithstanding the foregoing, any issuer or any Guarantor may merge into or transfer all or part of its properties and assets to any issuer or another Guarantor.

#### **Events of Default**

Unless otherwise specified in the applicable prospectus supplement, an "Event of Default" with respect to the debt securities of any series is defined in the applicable indenture as being:

- (1) default in payment when due and payable, upon redemption, acceleration or otherwise, of payments of principal of, or premium or Additional Amounts, if any, on the debt securities;
- (2) default for 30 days or more in the payment when due of interest on or with respect to the debt securities;
- (3) default in the deposit of any sinking fund payment when and as due with respect to any of the debt securities of that series;
- (4) failure by the issuer of the debt securities of that series for 60 days after receipt of written notice given by the applicable trustee or the holders of at least 30% in principal amount of the outstanding debt securities of that series to comply with any of its agreements (other than a default referred to in clauses (1), (2) and (3) above) in the applicable indenture or the debt securities of such series;
- (5) the applicable issuer pursuant to or within the meaning of any Bankruptcy Law: (i) commences proceedings to be adjudicated bankrupt or insolvent; (ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law; (iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or

for all or substantially all of its property; (iv) makes a general assignment for the benefit of its creditors; or (v) generally is not paying its debts as they become due;

- (6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the issuer in a proceeding in which the issuer is to be adjudicated bankrupt or insolvent; (ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the issuer, or for all or substantially all of the property of the issuer; or (iii) orders the liquidation of the issuer; and the order or decree remains unstayed and in effect for 60 consecutive days;
- (7) if applicable, the Guarantee of any Significant Subsidiary (or any group of subsidiaries that together would constitute a Significant Subsidiary) shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary (or any group of subsidiaries that together would constitute a Significant Subsidiary), as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of the indenture or the release of any such Guarantee in accordance with the indenture; or
- (8) any other Event of Default established for the debt securities of that series.

No Event of Default with respect to any particular series of debt securities necessarily constitutes an Event of Default with respect to any other series of debt securities. The indentures provide that, within 90 days after the occurrence of any Default with respect to the debt securities of any series, the applicable trustee will mail to all holders of the debt securities of that series notice of that Default. Except in the case of a Default relating to the payment of principal, premium or Additional Amounts, if any, or interest on debt securities of any series, the applicable trustee may withhold from the holders of such debt securities notice of any continuing Default if and so long as a committee of its responsible officers in good faith determines that withholding the notice is in the interests of the holders of such debt securities. The trustee shall not be deemed to know of any Default unless a responsible officer of the trustee has actual knowledge thereof or unless written notice of any event which is such a Default is received by the trustee at the corporate trust office of the trustee.

The indentures provide that if any Event of Default (other than an Event of Default specified in clauses (5) or (6) of the second preceding paragraph with respect to the issuer) occurs and is continuing under such indenture, the trustee or the holders of at least 30% in principal amount of the then total outstanding debt securities issued pursuant to such indenture may declare the principal, premium and Additional Amounts, if any, interest and any other monetary obligations on all the then outstanding debt securities of such series to be due and payable immediately. Upon the effectiveness of such declaration, such principal of, premium and Additional Amounts, if any, and interest on such debt securities shall be due and payable immediately. The trustee shall have no obligation to accelerate the debt securities if in the best judgment of the trustee acceleration is not in the best interests of the holders of the debt securities. Notwithstanding the foregoing, in the case of an Event of Default arising under clauses (5) or (6) of the second preceding paragraph, all outstanding debt securities shall be due and payable immediately without further action or notice. The holders of a majority in aggregate principal amount of the then outstanding debt securities of any series by written notice to the applicable trustee may on behalf of all of the holders of such series, rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal of, interest, Additional Amounts, if any, or premium, if any, that has become due solely because of the acceleration) have been cured or waived.

Subject to the provisions of the Trust Indenture Act of 1939 requiring the trustee, during the continuance of an Event of Default under the applicable indenture, to act with the requisite standard of care, the trustee is under no obligation to exercise any of its rights or powers under the applicable indenture at the request or direction of any of the holders of debt securities of any series unless those holders have offered the trustee indemnity reasonably satisfactory to the trustee against any loss, liability or expense which might be incurred in compliance with such request or direction. Subject to the foregoing, holders of a majority in principal amount of the outstanding debt securities of any series issued under the applicable indenture have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee under the indenture with respect to that series or of exercising any trust or power conferred on such trustee. The indentures require the applicable issuer to deliver to the trustee annually a statement regarding compliance with the applicable indenture.

Unless otherwise specified in the applicable prospectus supplement, no holder of any debt securities of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to the applicable indenture, or for the appointment of a receiver or trustee, or for any other remedy under such indenture, unless:

- such holder has previously given notice to the trustee of a continuing Event of Default with respect to the debt securities of such series;
- the holders of at least 30% in principal amount of the total outstanding debt securities of such series shall have requested the trustee to pursue the remedy;
- holders have offered to the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense incurred in compliance with such request;
- the trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- holders of a majority in principal amount of the total outstanding debt securities of such series have not given the trustee a direction inconsistent with such request within such 60-day period.

Notwithstanding any other provision of the indentures, the right of any holder of a debt security to receive payment of principal, premium, if any, Additional Amounts, if any, and interest on the debt security, on or after the respective due dates expressed in the debt security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

### **Amendment, Supplement and Waiver**

Unless otherwise specified in the applicable prospectus supplement, the indentures permit the applicable issuer, any Guarantors party to such indenture and the trustee, with the consent of the holders of at least majority in principal amount of the outstanding debt securities of each series issued under the applicable indenture and affected by a modification or amendment, to modify or amend any of the provisions of the applicable indenture or of the debt securities of the applicable series or the rights of the holders of the debt securities of that series under the applicable indenture. However, no such modification or amendment shall, among other things:

- change the stated maturity of the principal of, or installment of interest, if any, on, any debt securities, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof;
- change the currency in which the principal of (and premium and Additional Amounts, if any) or interest on such debt securities are denominated or payable;
- adversely affect the right of repayment or repurchase, if any, at the option of the holder after such obligation arises, or reduce the amount of, or postpone the date fixed for, any payment under any sinking fund or impair the right to institute suit for the enforcement of any payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);
- reduce the percentage in principal amount of the outstanding debt securities of any series the consent of whose holders is required for modification or amendment of the indenture or for waiver of compliance with certain provisions of the indenture or certain defaults thereunder and their consequences;
- modify the provisions that require holder consent to modify or amend the indenture or that permit holders to waive compliance with certain provisions of the indenture or certain defaults;
- impair the right of any holder to receive payment of principal of, or interest on such holder's debt securities on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's debt securities;
- except as expressly permitted by the indenture, modify the Guarantees of any Significant Subsidiary in any manner adverse to the holders of such debt securities; or

- change or eliminate any covenant or other provision of the indenture included solely for the benefit of one or more particular series of debt securities, or which modifies the rights of the holders of debt securities of such series with respect to such covenant or other provision, which is deemed not to affect the rights under the indenture of the holders of debt securities of any other series,

without in each case obtaining the consent of the holder of each outstanding debt security issued under such indenture affected by the modification or amendment.

Unless otherwise specified in the applicable prospectus supplement, the indentures also contain provisions permitting the applicable issuer, any Guarantors party to such indenture and the trustee, without the consent of the holders of any debt securities issued under the applicable indenture, to modify or amend such indenture, among other things:

- to evidence the succession of another Person to the applicable issuer or, if applicable, any Guarantor under the applicable indenture and the assumption by such successor of the covenants of the applicable issuer or such Guarantor, as the case may be, in compliance with the requirements set forth in the applicable indenture;
- to add to the covenants for the benefit of the holders of such debt securities or to surrender any right or power herein conferred upon the applicable issuer or any Guarantor with respect to such debt securities;
- to add any additional Events of Default;
- to add an additional issuer under such indenture, to establish the form or terms of the debt securities and/or any Guarantee to be issued pursuant to the indenture;
- to change or eliminate any of the provisions of the indenture, provided that any such change or elimination shall become effective only when there are no outstanding debt securities of any series created prior to the execution of such supplemental indenture that is entitled to the benefit of such provision and as to which such supplemental indenture would apply;
- to secure or provide additional security for the debt securities and to provide for the release of any collateral as security for the debt securities in accordance with the terms of the indenture;
- to supplement any of the provisions of the indenture to such extent necessary to permit or facilitate the defeasance and/or satisfaction and discharge of the debt securities, provided that any such action does not adversely affect the interests of the holders of the debt securities in any material respect;
- to evidence and provide for the acceptance of appointment hereunder by a successor trustee and to add to or change any of the provisions of the indenture necessary to provide for or facilitate the administration of the trusts by more than one trustee;
- to cure any ambiguity, omission, defect or inconsistency or to correct or supplement any provision of the indenture which may be defective or inconsistent with any other provision of the indenture or to make any other provisions with respect to matters or questions arising under the indenture;
- to change any place or places where the principal of, premium and Additional Amounts, if any, and interest, if any, on the debt securities shall be payable, the debt securities may be surrendered for registration or transfer, the debt securities may be surrendered for exchange, and notices and demands upon the applicable issuer may be served;
- to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act of 1939;
- to comply with the rules of any applicable securities depository;
- to conform the text of the indenture, the debt securities or the Guarantees to the description of the debt securities and/or the Guarantees contained in any prospectus, offering memorandum or supplement to such prospectus or offering memorandum related to such debt securities to the extent that such provision in such section was intended to be a verbatim recitation of a provision of the indenture, the debt securities or the Guarantees;

- to make any amendment to the provisions of the indenture relating to the transfer and legending of debt securities as permitted by the indenture, including, without limitation to facilitate the issuance and administration of the debt securities; provided, however, that (i) compliance with the indenture as so amended would not result in debt securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of holders to transfer debt securities;
- to create and issue additional debt securities of the same series as permitted under the indenture or the applicable prospectus supplement; or
- to add additional Guarantees or additional Guarantors in respect of all or any securities under the indenture, and to evidence the release and discharge of any Guarantor from its obligations under its Guarantee of any or all securities and its obligations under the indenture in respect of any or all Securities in accordance with the terms of the indenture.

Unless otherwise specified in the applicable prospectus supplement, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series may waive the compliance of the applicable issuer with the provisions described above under “—Merger, Consolidation and Sale of Assets” and certain other provisions of the applicable indenture and, if specified in the prospectus supplement relating to such series of debt securities, any additional covenants applicable to the debt securities of such series. The holders of a majority in aggregate principal amount of the outstanding debt securities of any series may, on behalf of all holders of debt securities of that series, waive any past default under the applicable indenture with respect to debt securities of that series and its consequences, except a continuing default in the payment of the principal of, or premium, if any, Additional Amounts, if any, or interest on debt securities of that series held by a non-consenting holder or a default in respect of a covenant or provision which cannot be modified or amended without the consent of the holder of each outstanding debt security of the affected series.

### **Discharge, Defeasance and Covenant Defeasance**

Unless otherwise provided in the applicable prospectus supplement, the applicable issuer may discharge certain obligations to holders of the debt securities of a series that have not already been delivered to the trustee for cancellation and that either have become due and payable or will become due and payable within one year (or scheduled for redemption within one year) by depositing with the trustee as trust funds in trust cash in U.S. dollars or in such foreign currency in which such debt securities are then specified as payable or U.S. government obligations, or both, in an amount sufficient to pay the entire indebtedness including the principal, premium and Additional Amounts, if any, and interest to the date of such deposit (if the debt securities have become due and payable) or to the maturity thereof or the redemption date of the debt securities of that series, as the case may be.

The indentures provide that the applicable issuer may elect either (1) to defease and be discharged from any and all obligations with respect to the debt securities of a series (except for, among other things, obligations to register the transfer or exchange of the debt securities, to replace temporary or mutilated, destroyed, lost or stolen debt securities, to maintain an office or agency with respect to the debt securities and to hold moneys for payment in trust) (“legal defeasance”) or (2) to be released from its obligations to comply with the restrictive covenants under the indenture, and any omission to comply with such obligations will not constitute a default or an event of default with respect to the debt securities of a series and clauses (4), (5), (6) and (7) under “—Events of Default” will no longer be applied (“covenant defeasance”). Legal defeasance or covenant defeasance, as the case may be, will be conditioned upon, among other things, the irrevocable deposit by the applicable issuer with the trustee, in trust, of an amount in U.S. dollars or in such foreign currency in which such debt securities are then specified as payable at maturity or on the redemption date or U.S. government obligations, or both, applicable to the debt securities of that series which through the scheduled payment of principal and interest in accordance with their terms will provide money in an amount sufficient to pay the principal of, premium and Additional Amounts, if any, and interest on the debt securities on the scheduled due dates therefor.

If the applicable issuer effects covenant defeasance or legal defeasance with respect to the debt securities of any series, the amount in U.S. dollars or the applicable foreign currency or U.S. government obligations, or both, on deposit with the trustee will be sufficient, as confirmed by a letter from a nationally recognized firm of independent public accountants, to pay amounts due on the debt securities of that series at the time of the stated maturity but may not be sufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from such event of default. However, such issuer would remain liable to make payment of such amounts due at the time of acceleration.

In the case of covenant defeasance or legal defeasance, the applicable issuer will be required to deliver to the trustee an opinion of counsel that the deposit and related defeasance will not cause the holders of the debt securities of that series to recognize income, gain or loss for U.S. federal income tax purposes. If the applicable issuer elects legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect.

The applicable issuer may exercise the legal defeasance option notwithstanding any prior exercise of the covenant defeasance option.

## **Definitions**

As used in the indentures, unless otherwise specified in the applicable prospectus supplement the following terms have the meanings specified below:

“*Bankruptcy Law*” means Title 11, U.S. Code or any similar federal, state or foreign law for the relief of debtors.

“*Collateral*” means, collectively, all of the property and assets that are from time to time subject to the Lien of the security documents including the Liens, if any, required to be granted pursuant to the applicable indenture.

“*Default*” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“*Event of Default*” has the meaning set forth under the section “—Events of Default.”

“*Lien*” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided that in no event shall an operating lease be deemed to constitute a Lien.

“*Person*” means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“*Significant Subsidiary*” means any Subsidiary of the issuer that would be a “significant subsidiary” as defined in Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the issue date.

“*Subsidiary*” means, with respect to any Person, (1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture, limited liability company or similar entity of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and (y) such Person or any subsidiary of such Person is a controlling general partner or otherwise controls such entity.

## **Governing Law**

The indentures and the debt securities (including any Guarantees endorsed on the debt securities, if any) will be governed by, and construed in accordance with, the laws of the State of New York.

## **Regarding the Trustees**

The Trust Indenture Act of 1939 limits the rights of a trustee, if the trustee becomes a creditor of the applicable issuer to obtain payment of claims or to realize on property received by it in respect of those claims, as security or otherwise. Any trustee is permitted to engage in other transactions with the applicable issuer and its subsidiaries, if any, from time to time. However, if a trustee acquires any conflicting interest it must eliminate the conflict within 90 days, apply to the SEC for permission to continue as trustee or resign as trustee.

## DESCRIPTION OF STOCK PURCHASE CONTRACTS

We may offer stock purchase contracts either separately or together with other securities offered hereby. The following description of the stock purchase contracts provides certain general terms and provisions of the stock purchase contracts to which any prospectus supplement may relate. The applicable prospectus supplement will describe the specific terms of any stock purchase contracts and, if applicable, any prepaid securities (as defined below), the stock purchase contract and, if applicable, any related pledge or depositary agreement relating to any particular offering of stock purchase contracts. The form of stock purchase contract and, if applicable, the form of any related pledge or depositary agreement relating to any particular offering of stock purchase contracts will be filed with the SEC as an exhibit to the registration statement of which this prospectus is a part or a document that is incorporated or deemed to be incorporated by reference in this prospectus. This summary of some of the terms of the stock purchase contracts and the summary of some of the terms of the particular stock purchase contracts and, if applicable, any related pledge or depositary agreements contained in the applicable prospectus supplement are not complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the particular stock purchase contracts or stock purchase units, as the case may be, and any related pledge or depositary agreement, and you should read those documents for provisions that may be important to you.

Stock purchase contracts may include contracts obligating or entitling holders to purchase from us, and us to sell to holders, a specified number of shares of our common stock at a future date or dates. The consideration per share and the number of shares may be fixed at the time the stock purchase contracts are issued or may be determined by reference to a specific formula in the stock purchase contracts and may be subject to adjustment under anti-dilution or other formulas or provisions. We may issue the stock purchase contracts separately or as a part of stock purchase units consisting of a stock purchase contract and other securities that may be sold by us pursuant to this prospectus, debt obligations of third parties (including U.S. Treasury securities) or any combination of the foregoing, which may secure the holders' obligations to purchase the common shares under the stock purchase contracts. The stock purchase contracts may require us to make periodic payments to the holders of the stock purchase contracts or stock purchase units, as the case may be, or vice versa. These payments may be unsecured or prefunded on some basis. The stock purchase contracts may require holders to secure their obligations in a specified manner, and in certain circumstances, we may deliver newly issued prepaid stock purchase contracts, which are referred to as "prepaid securities," upon release to a holder of any collateral securing such holders' obligations under the original stock purchase contract.

## DESCRIPTION OF WARRANTS

The following is a summary of the general terms of warrants we may issue (either separately or together with other securities) and that we may offer and sell. We may issue warrants to purchase common stock, preferred stock or debt securities or any combination of the foregoing. We may issue warrants independently or together with other securities. Warrants sold with other securities may be attached to or separate from the other securities. The warrants are to be issued under warrant agreements (“warrant agreements”) each to be entered into between us and a bank, trust company or other financial institution, as warrant agent, all as described in the prospectus supplement relating to the particular issuance of warrants. The particular terms of any warrants and the related warrant agreement as well as the identity of the warrant agent will be described in the applicable prospectus supplement. The form of warrant agreement, including the form of certificate representing the applicable warrants (“warrant certificate”) that will be entered into with respect to a particular offering of warrants will be filed with the SEC as an exhibit to the registration statement of which this prospectus is a part or a document that is incorporated or deemed to be incorporated by reference in this prospectus. This summary of some of the terms of the warrant agreements and warrants and the summary of some of the terms of the particular warrant agreement and warrants described in the applicable prospectus supplement are not complete and are subject to, and are qualified in their entirety by reference to, all the provisions of the particular warrant agreement and the related warrant certificate, and you should read those documents for provisions that may be important to you. To the extent that any particular terms of any warrants or the related warrant agreement described in a prospectus supplement differ from any of the terms described in this prospectus, then those particular terms described in this prospectus shall be deemed to have been superseded by that prospectus supplement.

### General

The applicable prospectus supplement will include some or all of the following terms of the warrants to be offered:

- the title and aggregate number of the applicable warrants;
- the designation, number (or amount) and terms of shares of common stock, preferred stock or debt securities, as the case may be, that may be purchased upon exercise of each warrant and the procedures that will result in the adjustment of those numbers;
- the exercise price, or the manner of determining the price, at which the shares of common stock or preferred stock or the amount of debt securities, as the case may be, may be purchased upon exercise of each warrant;
- if other than cash, the property and manner in which the exercise price for the warrants may be paid;
- any minimum or maximum number of warrants that are exercisable at any one time;
- the dates or periods during which the warrants may be exercised;
- the terms of any mandatory or optional redemption provisions relating to the warrants;
- the terms of any right we have to accelerate the exercise of the warrants upon the occurrence of certain events;
- whether the warrants will be sold with any other securities, and the date, if any, on and after which those warrants and any other securities will be separately transferable; and
- any other terms of the warrants.

### Exercise of Warrants

Each warrant will entitle the holder to purchase such number of shares of common stock or preferred stock or such amount of debt securities, as the case may be, at such exercise price as shall be set forth in, or shall be determinable as set forth in, the applicable prospectus supplement. Warrants may be exercised at the times and in the manner set forth in the applicable prospectus supplement. The applicable prospectus supplement will specify how the exercise price of any warrants is to be paid, which may include payment in cash or by surrender of other warrants issued under the same warrant agreement. Upon receipt of payment of the exercise price and, if required, the certificate representing the warrants being exercised properly completed and duly executed at the office or agency of the applicable warrant agent or at any other office or agency designated for that purpose, we will promptly deliver the securities to be delivered upon such exercise.



## **No Rights as Holders of Shares**

Holders of common stock or preferred stock warrants will not be entitled, by virtue of being such holders, to vote, consent or receive notice as holders of our outstanding shares in respect of any meeting of holders of our shares for the election of our directors or any other matter, or to exercise any other rights whatsoever as holders of our shares, or to receive any dividends or distributions, if any, on our shares.

## DESCRIPTION OF UNITS

We may issue units comprised of one or more of the other securities described in this prospectus in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date. The applicable prospectus supplement will describe:

- the designation and terms of the units and of the other securities comprising the units, including whether and under what circumstances those securities may be traded separately;
- the terms of the unit agreement governing the units;
- any provisions for the issuance, payment, settlement, transfer or exchange of the units or the securities comprising the units;
- the U.S. federal income tax considerations relevant to the units; and
- whether the units will be issued in fully registered global form.

This summary of certain general terms of units and any summary description of units in the applicable prospectus supplement do not purport to be complete and are qualified in their entirety by reference to all provisions of the applicable unit agreement and, if applicable, collateral arrangements and depositary arrangements relating to such units. The forms of the unit agreements and other documents relating to a particular issue of units will be filed with the SEC as an exhibit to the registration statement of which this prospectus is a part or a document that is incorporated or deemed to be incorporated by reference in this prospectus each time we issue units, and you should read those documents for provisions that may be important to you.

## PLAN OF DISTRIBUTION

We and/or one or more selling stockholders may sell the securities described in this prospectus from time to time in one or more transactions:

- to purchasers directly;
- to underwriters for public offering and sale by them;
- through agents;
- through dealers; or
- through a combination of any of the foregoing methods of sale.

We and/or one or more selling stockholders may sell the securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act, with respect to any resale of the securities. A prospectus supplement will describe the terms of any sale of securities we are offering hereunder. Direct sales may be arranged by a securities broker-dealer or other financial intermediary.

The applicable prospectus supplement will name any underwriter involved in a sale of securities. Underwriters may offer and sell securities at a fixed price or prices, which may be changed, or from time to time at market prices or at negotiated prices. Underwriters may be deemed to have received compensation from us from sales of securities in the form of underwriting discounts or commissions and may also receive commissions from purchasers of securities for whom they may act as agent. Underwriters may be involved in any “at the market” offering of securities by or on our behalf.

Underwriters may sell securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions (which may be changed from time to time) from the purchasers for whom they may act as agent.

Unless we state otherwise in the applicable prospectus supplement, the obligations of any underwriters to purchase securities will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all the securities if any are purchased.

The applicable prospectus supplement will set forth whether or not underwriters may over-allot or effect transactions that stabilize, maintain or otherwise affect the market price of the securities at levels above those that might otherwise prevail in the open market, including, for example, by entering stabilizing bids, effecting syndicate covering transactions or imposing penalty bids.

We will name any agent involved in a sale of securities, as well as any commissions payable to such agent, in a prospectus supplement. Unless we state otherwise in the applicable prospectus supplement, any such agent will be acting on a reasonable efforts basis for the period of its appointment.

If a dealer is utilized in the sale of the securities being offered pursuant to this prospectus, we will sell the securities to the dealer, as principal. The dealer may then resell the securities to the public at varying prices to be determined by the dealer at the time of resale.

Underwriters, dealers and agents participating in a sale of the securities may be deemed to be underwriters as defined in the Securities Act, and any discounts and commissions received by them and any profit realized by them on resale of the securities may be deemed to be underwriting discounts and commissions, under the Securities Act. We may have agreements with underwriters, dealers and agents to indemnify them against certain civil liabilities, including liabilities under the Securities Act, and to reimburse them for certain expenses.

## LEGAL MATTERS

Unless we state otherwise in the applicable prospectus supplement, the validity of any securities that may be offered by this prospectus will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York and Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary of Aramark or other counsel who is satisfactory to us.

## EXPERTS

The consolidated financial statements and financial statement schedule of Aramark and subsidiaries as of September 30, 2016 and October 2, 2015 and for each of the fiscal years in the three-year period ended September 30, 2016 have been incorporated herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein and upon the authority of said firm as experts in accounting and auditing.

## INCORPORATION BY REFERENCE

The rules of the SEC allow us to “incorporate by reference” information into this prospectus. By incorporating by reference, we can disclose important information to you by referring you to another document we have filed separately with the SEC. The information incorporated by reference is considered to be part of this prospectus and information that we file in the future with the SEC will automatically update and supersede, as appropriate, this information. We incorporate by reference the documents listed below and all documents that we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus, from their respective filing dates:

- Our Annual Report on Form 10-K for the fiscal year ended September 30, 2016 that we filed with the SEC on November 23, 2016;
- Our Quarterly Reports on Form 10-Q for the quarterly periods ended June 30, 2017 that we filed with the SEC on August 8, 2017, March 31, 2017 that we filed on May 9, 2017 and December 30, 2016 that we filed with the SEC on February 7, 2017;
- Our Current Report on Form 8-K filed with the SEC on March 29, 2017, March 28, 2017, March 22, 2017, March 20, 2017, March 9, 2017 (two reports) and February 7, 2017; and
- Form 8-A that we filed with the SEC on December 5, 2013, including any amendments or supplements thereto.

Notwithstanding the foregoing, we are not incorporating by reference information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K (including any Form 8-K itemized above), including the related exhibits, nor in any documents or other information that is deemed to have been “furnished” to and not “filed” with the SEC.

Any statement contained in a document incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document that also is incorporated by reference in this prospectus modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus or any prospectus supplement.

You may request a copy of any or all of the documents referred to above that have been or may be incorporated by reference into this prospectus (excluding certain exhibits to the documents) at no cost, by writing or calling us at the following address or telephone number:

Aramark  
Attn: Investor Relations  
1101 Market Street  
Philadelphia, PA 19107  
(215) 409-7287

You should rely only on the information incorporated by reference or provided in this prospectus. We have not authorized anyone else to provide you with different information.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-3 under the Securities Act with respect to the securities covered by this prospectus. This prospectus is a part of the registration statement and does not contain all of the information set forth in the registration statement, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and the securities covered by this prospectus, you should refer to the registration statement and to its exhibits and schedules. Our descriptions in this prospectus of the provisions of documents filed as exhibits to the registration statement or otherwise filed with the SEC are only summaries of the terms of those documents that we consider material. If you want a complete description of the content of such documents, you should obtain the documents yourself by following the procedures described above.

We will file annual, quarterly and current reports and other information with the SEC. Our filings with the SEC will be available to the public on the SEC's website at <http://www.sec.gov>. Those filings will also be available to the public on, or accessible through, our corporate website at <http://www.aramark.com>. The information contained on our corporate website or any other website that we may maintain is not part of this prospectus, any prospectus supplement or the registration statement of which this prospectus is a part. You may also read and copy, at SEC prescribed rates, any document we file with the SEC, including the registration statement (and its exhibits) of which this prospectus is a part, at the SEC's Public Reference Room located at 100 F Street, N.E., Washington D.C. 20549. You can call the SEC at 1-800-SEC-0330 to obtain information on the operation of the Public Reference Room.



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**Prospectus**

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**August 11, 2017**

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**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the costs and expenses payable by the Registrant in connection with the offer and sale of the securities being registered. All amounts are estimates except the registration fee.

SEC registration fee	\$ *
FINRA filing fee	**
Blue Sky fees and expenses	**
Printing and engraving expenses	**
Legal fees and expenses	**
Accounting fees and expenses	**
Rating agency fees	**
Trustee's fees and expenses	**
Miscellaneous	**
Total	**

\* The Registrant is registering an indeterminate amount of securities under this registration statement and in accordance with Rules 456(b) and 457(r) under the Securities Act, the Registrant is deferring payment of all of the registration fee.

\*\* The applicable prospectus supplement will set forth the estimated aggregate amount of expenses payable in respect of any offering of securities.

**Item 15. Indemnification of Directors and Officers.**

**Delaware Registrants**

**(a) Aramark Services, Inc., Aramark, Aramark Cleanroom Services (Puerto Rico) Inc., Aramark Construction Services, Inc., Aramark Food and Support Services Group, Inc., Aramark Global, Inc., Aramark Healthcare Support Services of the Virgin Islands, Inc., Aramark RBI, Inc., Aramark Refreshment Group, Inc., Aramark SCM, Inc., Aramark Services of Puerto Rico, Inc., Aramark SM Management Services, Inc., Aramark Trademark Services, Inc., Aramark Uniform & Career Apparel Group, Inc., Aramark Uniform Manufacturing Company, Aramark Venue Services, Inc., Delsac VIII, Inc. and D.G. Maren II, Inc. are incorporated under the laws of Delaware.**

Section 145 of the Delaware General Corporation Law (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of a corporation or enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of being or having been in any such capacity, if the person acted in good faith in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director to the corporation or its stockholders of monetary damages for violations of the directors' fiduciary duty of care, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit.

The certificate of incorporation and amended and restated by-laws of Aramark Services, Inc. and the amended and restated certificate of incorporation and the amended and restated by-laws of Aramark provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader

indemnification rights than such law permitted the corporation to provide prior to such amendment). We will also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery to us of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of Aramark Services, Inc.'s certificate of incorporation and amended and restated by-laws, and Aramark's amended and restated certificate of incorporation and amended and restated by-laws, agreement, vote of stockholders or directors or otherwise.

We maintain insurance to protect ourselves and our directors, officers and representatives against any such expense, liability or loss, whether or not we would have the power to indemnify him against such expense, liability or loss under the DGCL.

**(b) 1st & Fresh, LLC, Aramark Asia Management, LLC, Aramark Business & Industry, LLC, Aramark Business Center, LLC, Aramark Business Facilities, LLC, Aramark Campus, LLC, Aramark Cleanroom Services, LLC, Aramark Confection, LLC, Aramark Construction and Energy Services, LLC, Aramark Correctional Services, LLC, Aramark Educational Group, LLC, Aramark Educational Services, LLC, Aramark Entertainment, LLC, Aramark Facility Services, LLC, Aramark FHC Business Services, LLC, Aramark FHC Campus Services, LLC, Aramark FHC Correctional Services, LLC, Aramark FHC Healthcare Support Services, LLC, Aramark FHC Refreshment Services, LLC, Aramark FHC School Support Services, LLC, Aramark FHC Services, LLC, Aramark FHC Sports and Entertainment Services, LLC, Aramark FHC, LLC, Aramark Food Service, LLC, Aramark FSM, LLC, Aramark Healthcare Support Services, LLC, Aramark Healthcare Technologies, LLC, Aramark/HMS, LLC, Aramark Industrial Services, LLC, Aramark Japan, LLC, Aramark Management, LLC, Aramark Organizational Services, LLC, Aramark Processing, LLC, Aramark Rail Services, LLC, Aramark Refreshment Services, LLC, Aramark Refreshment Services of Tampa, LLC, Aramark Schools Facilities, LLC, Aramark Schools, LLC, Aramark Senior Living Services, LLC, Aramark Senior Notes Company, LLC, Aramark SMMS LLC, Aramark SMMS Real Estate LLC, Aramark Sports and Entertainment Group, LLC, Aramark Sports and Entertainment Services, LLC, Aramark Sports, LLC, Aramark Sports Facilities, LLC, Aramark Togwotee, LLC, Aramark U.S. Offshore Services, LLC, Aramark Uniform & Career Apparel, LLC, Aramark Uniform Services (Matchpoint) LLC, Aramark Uniform Services (Texas) LLC, Aramark Uniform Services (Rochester) LLC, Aramark Uniform Services (Syracuse) LLC, Aramark Uniform Services (West Adams) LLC, Aramark WTC, LLC, Canyonlands Rafting Hospitality, LLC, Filterfresh Coffee Service, LLC, Filterfresh Franchise Group, LLC, Fine Host Holdings, LLC, Harrison Conference Associates, LLC, Harry M. Stevens, LLC, HPSI Purchasing Services LLC, Institutional Processing Services LLC, Landy Textile Rental Services LLC, Lifeworks Restaurant Group, LLC, New Aramark LLC and Yosemite Hospitality, LLC are each limited liability companies organized under the laws of Delaware.**

Section 18-108 of the Delaware Limited Liability Company Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person of the limited liability company from and against any and all claims and demands whatsoever.

The limited liability company agreement of Aramark Senior Notes Company, LLC provides that the company shall indemnify the member and any directors, officers, partners, stockholders, controlling persons or employees of the member, each member of its board of managers and any person serving at the request of the company as a director, officer, employee, partner, trustee or independent contractor of another corporation, partnership, limited liability company, joint venture, trust or other enterprise from any liability, loss or damage incurred by such person by reason of any act performed or omitted to be performed by such person in connection with the business of the company and from liabilities or obligations of the company imposed on such person by virtue of their position with the company, provided that if the liability arises out of any action or inaction of such person, such person shall have determined in good faith that their conduct was in, or not opposed to, the best interests of the company or such person did not intend their inaction to be harmful or opposed to the best interests of the company and the action or inaction did not constitute fraud, gross negligence or willful misconduct. The company will pay or reimburse reasonable attorneys' fees as incurred provided that such person undertakes to repay such amounts in the event that a final non-appealable determination by a court of competent jurisdiction that such person was not entitled to indemnification. The company may pay for insurance covering liability of such person for negligence in operation of the company's affairs.

**(c) Aramark Aviation Services Limited Partnership and Aramark Management Services Limited Partnership are each limited partnerships organized under the laws of Delaware.**



Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever.

The Agreement of Limited Partnership of Aramark Management Services Limited Partnership provides that to the fullest extent permitted by law, the partnership shall indemnify any person (the "Person") who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that the Person is or was a general partner or a stockholder, director, officer or employee of a general partner, or is or was serving at the request of a general partner or the partnership as a stockholder, director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection with such action, suit or proceeding, unless such Person failed to act in good faith and in a manner that such Person actually believed to be in or not opposed to the best interests of the partnership. The indemnification shall continue as to any Person who has ceased to serve in any or all of the foregoing capacities and shall inure to the benefit of the heirs, executors and administrators of any deceased person. The right to this indemnification shall be deemed a contract right and shall include the right to be advanced currently the expenses incurred in connection with any such action, suit or proceeding.

If a claim under the previous paragraph is not paid in full by the partnership within 60 days after a written claim has been received by the partnership, except in the case of a claim for the advancement of expenses incurred in connection with any action, suit or proceeding in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the partnership to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the partnership to recover the advancement of expenses incurred in connection with any action, suit or proceeding, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such a claim. The right to indemnification and the advancement of expenses shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, act of the limited partners or otherwise.

The partnership may maintain insurance, at its expense, to protect any person against any expense, liability or loss, whether or not the partnership would have the power to indemnify such Person against such expense, liability or loss under the Delaware Act.

The partnership may, to the extent authorized from time to time by the managing general partner, grant rights to indemnification and the advancement of expenses to any employee or agent of the partnership or any affiliate lesser than or coextensive with the rights set forth above in this Section.

In no event may an indemnitee subject a limited partner to personal liability by reason of these indemnification provisions.

An indemnitee shall not be denied indemnification in whole or in part because the indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

#### **California Registrants**

##### **(a) Old Time Coffee Co. is incorporated under the laws of California.**

Under Section 317 of the California General Corporation Law ("CGCL"), a corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor), by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding, if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful.

Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized under Section 317.

**(b) L&N Uniform Supply, LLC, Lake Tahoe Cruises, LLC and Paradise Hornblower, LLC are each limited liability companies organized under the laws of California.**

Under Section 17701.10 of the California Revised Uniform Limited Liability Company Act (the "RULLCA"), the operating agreement of a limited liability company may indemnify or hold harmless any person and may alter or eliminate the indemnification for a member or manager and may eliminate or limit a member or manager's liability to the limited liability company and members for money damages, except for a breach of the duty of loyalty, a financial benefit received by the member or manager to which the member or manager is not entitled, a member's liability for excess distributions, intentional infliction of harm on the limited liability company or a member, or an intentional violation of criminal law. Under Section 17704.08 of the RULLCA, a limited liability company shall reimburse for any payment made and indemnify for any debt, obligation, or other liability incurred by a member of a member-managed limited liability company or the manager of a manager-managed limited liability company in the course of the member's or manager's activities on behalf of the limited liability company, if, in making the payment or incurring the debt, obligation, or other liability, the member or manager complied with the fiduciary duties under the RULLCA. Except as provided under the RULLCA, a limited liability company may reimburse for any payment made and may indemnify for any debt, obligation, or other liability incurred by a person not identified in the preceding sentence, including, without limitation, any officer, employee, or agent of the limited liability company, in the course of that person's activities on behalf of the limited liability company. A limited liability company may purchase and maintain insurance on behalf of any person against liability asserted against or incurred by that person.

#### **Florida Registrant**

**(a) American Snack & Beverage, LLC is a limited liability company organized under the laws of Florida.**

Section 608.4229 of the Florida Limited Liability Company Act provides that a limited liability company may, and shall have the power to, but shall not be required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Notwithstanding that provision, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following: (a) a violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful; (b) a transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit; (c) in the case of a manager or managing member, a circumstance under which the liability provisions of Section 608-426 are applicable; or (d) willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

#### **Illinois Registrant**

**(a) Aramark Distribution Services, Inc. is incorporated under the laws of Illinois.**

Under Section 8.75 of the Illinois Business Corporation Act of 1983, as amended (the "IBA"), a corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

A corporation may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which such person has been adjudged to have been liable to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of

liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Expenses, including attorney's fees, incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it will be ultimately determined that such person is not entitled to indemnification.

A corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of the IBA.

#### **Kansas Registrants**

##### **(a) Aramark FHC Kansas, Inc. and Aramark Services of Kansas, Inc. are incorporated under the laws of Kansas.**

Section 17-6305 of the Kansas General Corporation Law provides that a corporation may indemnify any person who was or is, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, including attorney fees, if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation; and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

Section 17-6305 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 17-6305 also provides that to the extent that a present or former director, officer, employee or agent of a corporation has been successful in defense of any action, suit or proceeding referred to above, such person shall be indemnified against expenses actually and reasonably incurred in connection therewith, including attorney fees and that the indemnification and advancement of expenses provided by, or granted pursuant to Section 17-6305 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

#### **Michigan Registrant**

##### **(a) Restaura, Inc. is incorporated under the laws of Michigan.**

Section 450.1561 of Michigan's Business Corporation Act provides that a corporation has the power to indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its shareholders, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

## **Nevada Registrant**

### **(a) Travel Systems, LLC is a limited liability company organized under the laws of Nevada.**

Under Section 86.411 of the Nevada Revised Statutes, a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the company, by reason of the fact that the person is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if such person acted in good faith and in a manner which reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful.

Under Section 86.421 of the Nevada Revised Statutes, a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the company to procure a judgment in its favor by reason of the fact that the person is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the company. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the company or for amounts paid in settlement to the company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

To the extent that a manager, member, employee or agent of a limited liability company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in Section 86.411 or 86.421 of the Nevada Revised Statutes or in defense of any claim, issue or matter therein, the company shall indemnify such person against expenses, including attorney's fees, actually and reasonably incurred by such person in connection with the defense. Any indemnification under such Sections, unless ordered by a court or advanced pursuant to Section 86.441 of the Nevada Revised Statutes, may be made by the limited liability company only as authorized in the specific case upon a determination that indemnification of the manager, member, employee or agent is proper in the circumstances. The determination must be made (a) by the members or managers as provided in the articles of organization or the operating agreement, (b) if there is no provision in the articles of organization or the operating agreement, by a majority in interest of the members who are not parties to the action, suit or proceeding, (c) if a majority in interest of the members who are not parties to the action, suit or proceeding so order, by independent legal counsel in a written opinion or (d) if members who are not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

## **New Jersey Registrant**

### **(a) Harry M. Stevens Inc. of New Jersey. is incorporated under the laws of New Jersey.**

Section 14A of the Business Corporation Act (the "BCA") states that any corporation organized for any purpose under any general or special law of New Jersey shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful.

## **North Carolina Registrants**

### **(a) Aramark Technical Services North Carolina, Inc. is incorporated under the laws of North Carolina.**

Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act permit a corporation to indemnify its directors, officers, employees or agents under either or both a statutory or nonstatutory scheme of indemnification. Under the statutory scheme, a corporation may, with certain exceptions, indemnify a director, officer, employee or agent of the corporation who was, is, or is threatened to be made, a party to any threatened, pending or completed legal action, suit or

proceeding, whether civil, criminal, administrative or investigative, because such person is or was a director, officer, agent or employee of the corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. This indemnity may include the obligation to pay any judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) and reasonable expenses incurred in connection with a proceeding (including counsel fees), but no such indemnification may be granted unless such director, officer, agent or employee conducted himself in good faith, reasonably believed that his conduct in his official capacity with the corporation was in the best interests of the corporation or that in all other cases his conduct at least was not opposed to the corporation's best interests, and in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

A corporation may not indemnify a director, officer, agent or employee under the statutory scheme in connection with a proceeding by or in the right of the corporation in which the director, officer, agent or employee was adjudged liable to the corporation or in connection with a proceeding in which a director, officer, agent or employee was adjudged liable on the basis of having received an improper personal benefit. In addition, Section 55-8-57 of the North Carolina Business Corporation Act permits a corporation to indemnify or agree to indemnify any of its directors, officers, employees or agents against liability and expenses (including counsel fees) in any proceeding (including proceedings brought by or on behalf of the corporation) arising out of their status as such or their activities in any of such capacities; provided, however, that a corporation may not indemnify or agree to indemnify a person against liability or expenses such person may incur on account of activities that were, at the time taken, known or believed by the person to be clearly in conflict with the best interests of the corporation.

Sections 55-8-52 and 55-8-56 of the North Carolina Business Corporation Act require a corporation, unless limited by its articles of incorporation, to indemnify a director or officer who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which such director or officer was a party because he is or was a director or officer of the corporation against reasonable expenses incurred in connection with the proceeding. Unless a corporation's articles of incorporation provide otherwise, a director or officer also may apply for and obtain court-ordered indemnification if the court determines that such director or officer is fairly and reasonably entitled to such indemnification as provided in Sections 55-8-54 and 55-8-56. Finally, Section 55-8-57 of the North Carolina Business Corporation Act provides that a corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation against liability asserted against or incurred by such persons, whether or not the corporation is otherwise authorized by the North Carolina Business Corporation Act to indemnify such party.

**(b) Harrison Conference Services of North Carolina, LLC is a limited liability company organized under the laws of North Carolina.**

Section 57D-3-31 of the North Carolina Limited Liability Company Act (the "NCLLCA") provides that a limited liability company shall indemnify a person who is wholly successful on the merits or otherwise in the defense of any proceeding to which the person was a party because the person is or was a member, manager, or other company official if the person also is or was an interest owner at the time to which the claim relates and was acting within the person's scope of authority as a manager, member, or other company official against expenses incurred by the person in connection with the proceeding. A North Carolina limited liability company is required to reimburse a person who is or was a member for any payment made and indemnify the person for any obligation, including any judgment, settlement, penalty, fine, or other cost, incurred or borne in the authorized conduct of the business or preservation of the business or property, whether acting in the capacity of a manager, member, or other company official if, in making the payment or incurring the obligation, the person complied with the duties and standards of conduct (i) under Section 57D-3-21 of the NCLLCA, as modified or eliminated by the operating agreement or (ii) otherwise imposed by the NCLLCA or other applicable law.

**Ohio Registrant**

**(a) Aramark American Food Services, LLC is a limited liability company organized under the laws of Ohio.**

Section 1705.32 of the Ohio Limited Liability Company Act provides that a limited liability company may indemnify or agree to indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in right of the company, because he is or was a manager, member, partner, officer, employee, or agent of the company or is or was serving at the request of the company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The company may indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement that actually and reasonably were incurred by him in connection with the action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

With respect to a suit by or in the right of the company, indemnity may be provided to the foregoing persons under Section 1705.32 on a basis similar to that set forth above, except that no indemnity may be provided in respect of certain claims, including any claim, issue or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to the company unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought determines, upon application, that despite the adjudication of liability but in view of all the circumstances of the case such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. Moreover, Section 1705.32 provides for mandatory indemnification of a manager, officer, employee or agent of a limited liability company to the extent that such person has been successful in defense of any claim, issue, or matter in an action, suit or proceeding referred to in those divisions, he shall be indemnified against expenses, including attorney's fees, that were actually and reasonably incurred by him in connection with the action suit and proceeding.

### **Pennsylvania Registrants**

**(a) Aramark Consumer Discount Company, Harry M. Stevens Inc. of Penn and MyAssistant, Inc. are each incorporated under the laws of Pennsylvania.**

Under Section 1741 of the Pennsylvania Business Corporation Law of 1988 (the "PBCL"), subject to certain limitations, a corporation has the power to indemnify directors, officers and other parties under certain prescribed circumstances against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, to which any of them is a party or threatened to be made a party by reason of his being a representative of the corporation or serving at the request of the corporation as a representative of another corporation, partnership, joint venture, trust or other enterprise, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

Under Section 1745 of the PBCL, expenses, including attorneys' fees, incurred by parties in defending any action may be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the party to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation.

### **Texas Registrants**

**(a) Brand Coffee Service, Inc. is incorporated under the laws of Texas.**

Section 8.051 of Texas Business Organizations Code states that: (a) An enterprise shall indemnify a governing person, former governing person, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a governing person or delegate if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding. (b) A court that determines, in a suit for indemnification, that a governing person, former governing person, or delegate is entitled to indemnification under this section shall order indemnification and award to the person the expenses incurred in securing the indemnification.

Section 8.052 states that (a) on application of a governing person, former governing person, or delegate and after notice is provided as required by the court, a court may order an enterprise to indemnify the person to the extent the court determines that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances. (b) This section applies without regard to whether the governing person, former governing person, or delegate applying to the court satisfies the requirements of Section 8.101 or has been found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity. (c) The indemnification ordered by the court under this section is limited to reasonable expenses if the governing person, former governing person, or delegate is found liable: (1) to the enterprise; or (2) because the person improperly received a personal benefit, without regard to whether the benefit resulted from an action taken in the person's official capacity.

Section 8.101 states that (a) An enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102 if it is determined in accordance with Section 8.103 that: (1) the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests; and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and (3) indemnification should be paid. (b) Action taken or omitted by

a governing person or delegate with respect to an employee benefit plan in the performance of the person's duties for a purpose reasonably believed by the person to be in the interest of the participants and beneficiaries of the plan is for a purpose that is not opposed to the best interests of the enterprise. (c) Action taken or omitted by a delegate to another enterprise for a purpose reasonably believed by the delegate to be in the interest of the other enterprise or its owners or members is for a purpose that is not opposed to the best interests of the enterprise. (d) A person does not fail to meet the standard under Subsection (a)(1) solely because of the termination of a proceeding by: (1) judgment; (2) order; (3) settlement; (4) conviction; or (5) a plea of nolo contendere or its equivalent.

Section 8.102 states that (a) Subject to Subsection (b), an enterprise may indemnify a governing person, former governing person, or delegate against: (1) a judgment; and (2) expenses, other than a judgment, that are reasonable and actually incurred by the person in connection with a proceeding. (b) Indemnification under this subchapter of a person who is found liable to the enterprise or is found liable because the person improperly received a personal benefit: (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding; (2) does not include a judgment, a penalty, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan; and (3) may not be made in relation to a proceeding in which the person has been found liable for: (A) willful or intentional misconduct in the performance of the person's duty to the enterprise; (B) breach of the person's duty of loyalty owed to the enterprise; or (C) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. (c) A governing person, former governing person, or delegate is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by law.

The articles of association of Brand Coffee Service, Inc. provide that each director and officer of the corporation, and any person who may have served at the request of the corporation as a director or officer of another corporation in which it owns shares or of which it is a creditor, shall be indemnified by the corporation against any costs and expenses, including counsel fees, incurred in connection with the defense of any civil, criminal, administrative or other claim, action, suit or proceeding (whether by or in the right of the corporation or otherwise) in which he may become involved or with which he may be threatened, by reason of his being or having been a director or officer of the corporation, or by reason of his serving or having served at the request of the corporation as a director or officer of another corporation, and against any payments in settlement of any such claim, action, suit or proceeding or in satisfaction of any related judgment, fine or penalty upon receipt by the corporation of an opinion of independent legal counsel, that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and in respect of any criminal action, reasonably believed that his conduct was lawful.

**(b) Aramark Business Dining Services of Texas, LLC, Aramark Educational Services of Texas, LLC, Aramark Food Service of Texas, LLC and Aramark Sports and Entertainment Services of Texas, LLC are each limited liability companies organized under the laws of Texas.**

Section 101.402 of the Texas Business Organizations Code provides that a Texas limited liability company may (1) indemnify a person; (2) pay in advance or reimburse expenses incurred by a person; and (3) purchase or procure or establish and maintain insurance or another arrangement to indemnify or hold harmless a person. For the purposes of Section 101.402 of the Texas Business Organizations Code, a person includes a member, manager, or officer of a limited liability company or an assignee of a membership interest in the company. In addition, Section 101.401 of the Texas Business Organizations Code provides that the company agreement of a limited liability company may expand or restrict any duties, including fiduciary duties, and related liabilities that a member, manager, officer, or other person has to the company or to a member or manager of the company.

#### **Vermont Registrant**

**(a) Aramark Educational Services of Vermont, Inc. is incorporated under the laws of Vermont.**

Section 8.51 of the Vermont Business Corporation Act (the "VBCA") permits a corporation to indemnify an individual who is or was a director against reasonable expenses incurred by them in connection with any proceeding to which they may be made a party by reason of their service in that capacity if: (i) the director conducted himself or herself in good faith, (ii) the director reasonably believed that his or her conduct, in an official capacity with the corporation, was in the best interests of the corporation and, in all other cases, the conduct was at least not opposed to its best interests, and (iii) in a proceeding brought by a governmental entity, the director had no reasonable cause to believe his or her conduct was unlawful, and the director is not finally found to have engaged in a reckless or intentional unlawful act.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere is not, of itself, determinative that the director did not meet the standard of conduct necessary for indemnification. Notwithstanding the foregoing, a corporation may not indemnify a director if the director was adjudged liable to the corporation in a proceeding by or in the right of a corporation, or on the basis that a personal benefit was improperly received by the director in a proceeding charging improper personal benefit to the director. In addition, Section 8.52 of the VBCA provides that, unless limited in a corporation's charter, a corporation shall indemnify its directors who are wholly successful, on the merits or otherwise, in the defense of any proceeding to which the directors are parties by reason of their service in those capacities against reasonable expenses incurred in connection with the proceeding.

#### **Washington Registrant**

##### **(a) Overall Laundry Services, Inc. incorporated under the laws of Washington.**

Sections 23B.08.510 through 23B.08.600 of the Washington Business Corporation Act contain specific provisions relating to the indemnification of directors and officers of Washington corporations.

Section 23B.08.510 provides that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (a) the individual acted in good faith; and (b) the individual reasonably believed: (i) in the case of conduct in the individual's official capacity with the corporation, that such conduct was in the corporation's best interests; and (ii) in all other cases, that such conduct was at least not opposed to the corporation's best interests; and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe that such conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose such director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of conduct that was not opposed to the best interests of the corporation.

Under Section 23B.08.510 a corporation may not indemnify a director in connection with a proceeding by or in right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

Section 23B.08.520 provides that unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. Section 23B.08.540 provides for court ordered indemnification in certain circumstances listed in the statute and Section 23B.08.570 provides that unless the articles of incorporation of a corporation provides otherwise an officer of a corporation who is not a director is entitled to mandatory indemnification under Section 23B.08.520 and is entitled to apply for court ordered indemnification under Section 23B.08.540 in each case to the same extent as a director.

The articles of incorporation of Overall Laundry Services, Inc. provides that in furtherance of and not in limitation of the general powers conferred by the State Laws of Washington, the corporation shall also have the power to indemnify directors, trustees, officers, employees or agents of the corporation in any manner and with respect to any matter now or hereafter permitted by statute.

#### **Wisconsin Registrant**

##### **(a) Aramark Capital Asset Services, LLC is a limited liability company organized under the laws of the state of Wisconsin.**

Section 183.0106(2) of the Wisconsin Limited Liability Company Act permits a limited liability company to indemnify a member, manager, employee, officer or agent or any other person. Section 183.0403(2) provides that a company shall indemnify or allow reasonable expenses to and pay liabilities of each member and, if management of the limited liability company is vested in one or more managers, of each manager, incurred with respect to a proceeding if that member or manager was a party to the proceeding in the capacity of a member or manager.



## Luxembourg Registrant

**(a) Aramark International Finance S.à r.l. is a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg.**

Luxembourg company law does not provide for general provisions regarding indemnification of managers. The rules regarding this matter are provided by doctrine and case law.

As discussed above, the amended and restated certificate of incorporation and the amended and restated by-laws of Aramark provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL, including with respect to any action, suit or proceeding involving a director or officer by reason of the fact that such director or officer is serving at our request as a director, officer, employee, agent or trustee of another corporation, including serving as a manager of Aramark International Finance S.à r.l. In addition, we have agreed to indemnify the other managers of Aramark International Finance S.à r.l. for all costs, charges or other claims which may result from their actions while serving in their capacity as a manager, except in the case of such person's willful misconduct or gross negligence.

### Item 16. Exhibits.

See the Exhibit Index immediately following the signature page hereto, which is incorporated by reference as if fully set forth herein.

### Item 17. Undertakings.

A. Each undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

5. That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be sellers to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

B. Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of such registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. The undersigned registrants hereby undertake to supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by the underwriters during the subscription period, the amount of unsubscribed securities to be purchased by the underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters is to be made on terms differing from those set forth on the cover page of the prospectus, a post-effective amendment will be filed to set forth the terms of such offering.

D. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or

controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

### ARAMARK

By: /s/ Stephen P. Bramlage, Jr.  
Name: Stephen P. Bramlage, Jr.  
Title: Executive Vice President and Chief Financial Officer

### POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo, Jr., and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement and power of attorney has been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Eric J. Foss</u> Eric J. Foss	Chairman, President and Chief Executive Officer (Principal Executive Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Pierre-Olivier Beckers-Vieujant</u> Pierre-Olivier Beckers-Vieujant	Director
<u>/s/ Lisa G. Bisaccia</u> Lisa G. Bisaccia	Director
<u>/s/ Richard Dreiling</u> Richard Dreiling	Director
<u>/s/ Irene M. Esteves</u> Irene M. Esteves	Director
<u>/s/ Daniel J. Heinrich</u> Daniel J. Heinrich	Director
<u>/s/ Sanjeev K. Mehra</u> Sanjeev K. Mehra	Director

/s/ Patricia Morrison

---

Patricia Morrison

Director

/s/ John A. Quelch

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John A. Quelch

Director

/s/ Stephen I. Sadove

---

Stephen I. Sadove

Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

1ST & FRESH, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

AMERICAN SNACK & BEVERAGE, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Refreshment Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK AMERICAN FOOD SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK ASIA MANAGEMENT, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer  
(Principal Executive Officer and Principal Accounting Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK AVIATION SERVICES LIMITED PARTNERSHIP

By: ARAMARK SMMS LLC, its General Partner

By: ARAMARK SERVICES, INC., its Sole Member

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer of Aramark Services, Inc., the Sole Member of Aramark SMMS  
LLC, the General Partner

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK BUSINESS & INDUSTRY, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK BUSINESS CENTER, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Executive Officer and Principal Financial Officer) and  
Treasurer of Aramark Services, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK BUSINESS DINING SERVICES OF TEXAS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK BUSINESS FACILITIES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the Sole Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CAMPUS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CAPITAL ASSET SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Kristi McDermott

Kristi McDermott

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CLEANROOM SERVICES (PUERTO RICO), INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Brad Drummond</u> Brad Drummond	President (Principal Executive Officer)
<u>/s/ James J. Tarangelo</u> James J. Tarangelo	Treasurer (Principal Financial Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Director
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CLEANROOM SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CONFECTION, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CONSTRUCTION AND ENERGY SERVICES,  
LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Christopher Stemen

Christopher Stemen

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CONSTRUCTION SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CONSUMER DISCOUNT COMPANY

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Director

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK CORRECTIONAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ John Hanner

John Hanner

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK DISTRIBUTION SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and Director



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK EDUCATIONAL GROUP, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK EDUCATIONAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK EDUCATIONAL SERVICES OF TEXAS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK EDUCATIONAL SERVICES OF VERMONT, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Pat Boggs</u> Pat Boggs	President (Principal Executive Officer)
<u>/s/ James J. Tarangelo</u> James J. Tarangelo	Treasurer (Principal Financial Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Director
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK ENTERTAINMENT, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FACILITY SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC BUSINESS SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC CAMPUS SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC CORRECTIONAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ John Hanner

John Hanner

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC HEALTHCARE SUPPORT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Quenten Charles Wentworth

Quenten Charles Wentworth

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC KANSAS, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC REFRESHMENT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC SCHOOL SUPPORT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ John Hanner

John Hanner

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC SPORTS AND ENTERTAINMENT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FHC, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the Sole Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Director

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

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ARAMARK FOOD SERVICE OF TEXAS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FOOD SERVICE, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK FSM, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Quenten Charles Wentworth

Quenten Charles Wentworth

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK GLOBAL, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer  
(Principal Executive Officer and Principal Accounting Officer) and Director

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK HEALTHCARE SUPPORT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Quenten Charles Wentworth

Quenten Charles Wentworth

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK HEALTHCARE SUPPORT SERVICES OF THE VIRGIN ISLANDS, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Quenten Charles Wentworth</u> Quenten Charles Wentworth	President (Principal Executive Officer)
<u>/s/ James J. Tarangelo</u> James J. Tarangelo	Treasurer (Principal Financial Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Director
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK HEALTHCARE TECHNOLOGIES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Kristi McDermott

Kristi McDermott

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK INDUSTRIAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK INTERNATIONAL FINANCE S.À R.L.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Category A Manager

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James J. Tarangelo

James J. Tarangelo

Category A Manager and Authorized U.S. Representative (Principal Executive Officer and Principal Financial Officer)

/s/ Robert Deitz

Robert Deitz

Category A Manager (Principal Accounting Officer)

/s/ Cornelia Mettlen

Cornelia Mettlen

Category B Manager

/s/ Cornelius Bechtel

Cornelius Bechtel

Category B Manager

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK JAPAN, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer  
(Principal Executive Officer and Principal Accounting Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the Sole Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK MANAGEMENT, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the Sole Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

By: ARAMARK SMMS LLC, its General Partner

By: ARAMARK SERVICES, INC., its Sole Member

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer of Aramark Services, Inc., the Sole Member of Aramark SMMS LLC,  
the General Partner

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK ORGANIZATIONAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer  
(Principal Executive Officer and Principal Accounting Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK PROCESSING, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK RAIL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK RBI, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK REFRESHMENT GROUP, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK REFRESHMENT SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Refreshment Group, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK REFRESHMENT SERVICES OF TAMPA, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Refreshment Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SCHOOLS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SCHOOLS FACILITIES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the Sole Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SCM, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Scott Barnhart

Scott Barnhart

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SENIOR LIVING SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Quenten Charles Wentworth

Quenten Charles Wentworth

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SENIOR NOTES COMPANY, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the direct controlling Member

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Manager

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer (Principal Executive Officer and Principal  
Accounting Officer) and Manager

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SERVICES, INC.

By: /s/ Stephen P. Bramlage, Jr.  
Name: Stephen P. Bramlage, Jr.  
Title: Executive Vice President and Chief Financial Officer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Eric J. Foss

Eric J. Foss

President and Chief Executive Officer  
(Principal Executive Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Executive Vice President and Chief Financial Officer (Principal Financial Officer)  
and Director

/s/ Brian P. Pressler

Brian P. Pressler

Senior Vice President, Controller and Chief Accounting Officer (Principal  
Accounting Officer) and Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SERVICES OF KANSAS, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SERVICES OF PUERTO RICO, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Frank Kiely</u> Frank Kiely	President (Principal Executive Officer)
<u>/s/ James J. Tarangelo</u> James J. Tarangelo	Treasurer (Principal Financial Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Director
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SM MANAGEMENT SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Director

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SMMS LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Eric J. Foss

Eric J. Foss

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SMMS REAL ESTATE LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SPORTS AND ENTERTAINMENT GROUP, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SPORTS AND ENTERTAINMENT SERVICES,  
LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SPORTS FACILITIES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK SPORTS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK TECHNICAL SERVICES NORTH CAROLINA,  
INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK TRADEMARK SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Director

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK TOGWOTEE, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK U.S. OFFSHORE SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Jeffrey Gilliam

Jeffrey Gilliam

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM & CAREER APPAREL GROUP, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM & CAREER APPAREL, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM MANUFACTURING COMPANY

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

<u>Signature</u>	<u>Capacity</u>
<u>/s/ Brad Drummond</u> Brad Drummond	President (Principal Executive Officer)
<u>/s/ James J. Tarangelo</u> James J. Tarangelo	Treasurer (Principal Financial Officer)
<u>/s/ Stephen P. Bramlage, Jr.</u> Stephen P. Bramlage, Jr.	Director
<u>/s/ Brian P. Pressler</u> Brian P. Pressler	Vice President and Assistant Treasurer (Principal Accounting Officer) and Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM SERVICES (MATCHPOINT) LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM SERVICES (ROCHESTER) LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM SERVICES (SYRACUSE) LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM SERVICES (TEXAS) LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK UNIFORM SERVICES (WEST ADAMS) LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK VENUE SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK WTC, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

ARAMARK/HMS, LLC

By: /s/ James J. Tarangelo

Name: James J. Tarangelo

Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

BRAND COFFEE SERVICE, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

CANYONLANDS RAFTING HOSPITALITY, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

D.G. MAREN II, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Pat Boggs

Pat Boggs

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

DELSAC VIII, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

FILTERFRESH COFFEE SERVICE, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Refreshment Group, Inc., the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

FILTERFRESH FRANCHISE GROUP, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Refreshment Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

FINE HOST HOLDINGS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

President (Principal Executive Officer) and Executive Vice President and Chief Financial Officer of Aramark Services, Inc., the indirect controlling Member

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HARRISON CONFERENCE ASSOCIATES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HARRISON CONFERENCE SERVICES OF NORTH  
CAROLINA, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HARRY M. STEVENS, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HARRY M. STEVENS INC. OF NEW JERSEY.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HARRY M. STEVENS INC. OF PENN

By: /s/ James J. Tarangelo

Name: James J. Tarangelo

Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Carl Mittleman

Carl Mittleman

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

HPSI PURCHASING SERVICES LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Scott Barnhart

President (Principal Executive Officer)

Scott Barnhart

/s/ James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

James J. Tarangelo

/s/ Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

Brian P. Pressler



**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

INSTITUTIONAL PROCESSING SERVICES LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Scott Barnhart

Scott Barnhart

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

L&N UNIFORM SUPPLY, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

LAKE TAHOE CRUISES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

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LANDY TEXTILE RENTAL SERVICES, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

**Signature**

**Capacity**

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Uniform & Career Apparel Group, Inc., the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

LIFEWORKS RESTAURANT GROUP, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

MYASSISTANT, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

NEW ARAMARK LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Brian P. Pressler

Brian P. Pressler

President and Assistant Treasurer  
(Principal Executive Officer and Principal Accounting Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the Sole Member

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

OLD TIME COFFEE CO.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ James Frost

James Frost

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director



## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on August 11, 2017.

OVERALL LAUNDRY SERVICES, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Stephen R. Reynolds, Harold B. Dichter and Robert T. Rambo Jr. and each of them, the true and lawful attorneys-in-fact and agents of the undersigned, with full power of substitution and resubstitution, for and in the name, place and stead of the undersigned, in any and all capacities, to sign this Registration Statement and any and all amendments (including post-effective amendments) to this Registration Statement, including any filings pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and anything necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute, or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Brad Drummond

Brad Drummond

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

**SIGNATURES**

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PARADISE HORNBLOWER, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

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Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## SIGNATURES

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RESTAURA, INC.

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

## POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on August 11, 2017.

### Signature

### Capacity

/s/ Frank Kiely

Frank Kiely

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer)

/s/ Stephen P. Bramlage, Jr.

Stephen P. Bramlage, Jr.

Director

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer) and  
Director

## SIGNATURES

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TRAVEL SYSTEMS, LLC

By: /s/ James J. Tarangelo

Name: James J. Tarangelo

Title: Treasurer

## POWER OF ATTORNEY

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### Signature

### Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

**SIGNATURES**

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YOSEMITE HOSPITALITY, LLC

By: /s/ James J. Tarangelo  
Name: James J. Tarangelo  
Title: Treasurer

**POWER OF ATTORNEY**

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Signature

Capacity

/s/ Bruce Fears

Bruce Fears

President (Principal Executive Officer)

/s/ James J. Tarangelo

James J. Tarangelo

Treasurer (Principal Financial Officer) and Treasurer of Aramark Services, Inc.,  
the indirect controlling Member

/s/ Brian P. Pressler

Brian P. Pressler

Vice President and Assistant Treasurer (Principal Accounting Officer)

## EXHIBIT INDEX

Exhibit No.	Description
1.1**	Form of Underwriting Agreement for securities registered hereby.
4.1	Amended and Restated Certificate of Incorporation of Aramark (incorporated by reference to Exhibit 3.1 to Aramark's Current Report on Form 8-K filed with the SEC on December 16, 2013, pursuant to the Exchange Act (file number 001-36223)).
4.2	Certificate of Ownership and Merger (incorporated by reference to Exhibit 3.1 to Aramark's Current Report on Form 8-K filed with the SEC on May 15, 2014, pursuant to the Exchange Act (file number 001-36223)).
4.3	Amended and Restated By-laws of Aramark (incorporated by reference to Exhibit 3.3 to Aramark's Quarterly Report on Form 10-Q filed with the SEC on August 8, 2017, pursuant to the Exchange Act (file number 001-36223)).
4.4**	Certificate of Designations of Preferred Stock.
4.5(a)**	Form of Indenture of Aramark with any trustee.
4.5(b)**	Form of Supplemental Indenture of Aramark with any trustee.
4.5(c)**	Form of Debt Security (included in the Form of Supplemental Indenture of Aramark filed as Exhibit 4.5(b)).
4.5(d)*	Form of Indenture of Aramark Services, Inc. with The Bank of New York Mellon, as trustee.
4.5(e)**	Form of Supplemental Indenture of Aramark Services, Inc. with The Bank of New York Mellon, as trustee.
4.5(f)**	Form of Debt Security (included in the Form of Supplemental Indenture of Aramark Services, Inc. filed as Exhibit 4.5(e)).
4.5(g)**	Form of Indenture of a subsidiary of Aramark with any trustee.
4.5(h)**	Form of Supplemental Indenture of a subsidiary of Aramark with any trustee.
4.5(i)**	Form of Debt Security (included in the Form of Supplemental Indenture of a subsidiary of Aramark filed as Exhibit 4.5(h)).
4.6**	Form of Stock Purchase Contract Agreement.
4.7**	Form of Stock Purchase Contract.
4.8**	Form of Warrant Agreement.
4.9**	Form of Warrant Certificate.
4.10**	Form of Unit Agreement.
4.11**	Form of Unit.
5.1*	Opinion of Simpson Thacher & Bartlett LLP.
5.2*	Opinion of Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary of Aramark.
12.1*	Computation of Ratio of Earnings to Fixed Charges for the Nine Months Ended June 30, 2017.
12.2	Computation of Ratio of Earnings to Fixed Charges for the Fiscal Years Ended September 30, 2016, October 2, 2015, October 3, 2014, September 27, 2013 and September 28, 2012 (incorporated by reference to Exhibit 12.1 to Aramark's Annual Report on Form 10-K filed with the SEC on November 23, 2016, pursuant to the Exchange Act (file number 001-36223)).
23.1*	Consent of Independent Registered Public Accounting Firm-KPMG LLP.
23.2*	Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 5.1).
23.3*	Consent of Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary of Aramark (included in Exhibit 5.2).
24.1*	Power of Attorney (included on signature pages hereto).
25.1*	Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of the Trustee for the Debt Securities.

\* Filed herewith.

\*\* To be filed as an exhibit to a Current Report on Form 8-K or other document incorporated by reference herein or to a post-effective amendment hereto, if applicable.

INDENTURE

Dated as of •

Among

ARAMARK SERVICES, INC.,  
as the Company,

ARAMARK,  
as the Parent Guarantor,

THE OTHER GUARANTORS NAMED ON THE SIGNATURE PAGES HERETO

and

THE BANK OF NEW YORK MELLON,  
as Trustee

Debt Securities

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## CROSS-REFERENCE TABLE\*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.03, 7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	8.01, 8.03
(b)	8.02
(c)	8.02
313(a)	8.03
(a)(5)	17.01
(a)(6)	17.01
(b)(1)	17.01
(b)(2)	7.06, 8.03
(c)	1.08, 8.03, 8.04
(d)	8.03
314(a)	8.04
(a)(4)	1.10
(b)	17.01
(c)	17.01
(c)(1)	N.A.
(c)(2)	N.A.
(c)(3)	N.A.
(d)	17.01
(e)	1.10
(f)	N.A.
315(a)	10.03
(b)	10.03
(c)	10.03
(d)	10.03
(e)	N.A.
316(a)(last sentence)	N.A.
(a)(1)(A)	N.A.
(a)(1)(B)	N.A.
(a)(2)	N.A.
(b)	N.A.
(c)	N.A.
317(a)(1)	N.A.
(a)(2)	N.A.



(b)	N.A.
318(a)	N.A.
(b)	N.A.
(c)	1.06

N.A. means not applicable.

\* This Cross-Reference Table is not part of the Indenture.

## TABLE OF CONTENTS

Page

### ARTICLE 1

#### DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01	Definitions	1
Section 1.02	Other Definitions	8
Section 1.03	Incorporation by Reference of Trust Indenture Act	8
Section 1.04	Rules of Construction.	8
Section 1.05	Acts of Holders	9
Section 1.06	Trust Indenture Act Controls	10
Section 1.07	Notices	10
Section 1.08	Notice to Holders; Waiver	11
Section 1.09	Certificate and Opinion as to Conditions Precedent	12
Section 1.10	Statements Required in Certificate or Opinion	12
Section 1.11	Rules by Trustee and Agents	12
Section 1.12	No Personal Liability of Directors, Officers, Employees and Stockholders	12
Section 1.13	Governing Law	13
Section 1.14	Waiver of Jury Trial; Submission to Jurisdiction	13
Section 1.15	Force Majeure	13
Section 1.16	No Adverse Interpretation of Other Agreements	13
Section 1.17	Successors and Assigns	13
Section 1.18	Severability	14
Section 1.19	Extension of Payment Dates	14
Section 1.20	Counterpart Originals	14
Section 1.21	Table of Contents, Headings, etc.	14

### ARTICLE 2

#### SECURITIES FORMS

Section 2.01	Forms Generally	14
Section 2.02	Form of Trustee's Certificate of Authentication	15
Section 2.03	Legends.	15

### ARTICLE 3

#### THE SECURITIES

Section 3.01	Amount Unlimited; Issuable in Series.	16
Section 3.02	Currency; Denominations.	19
Section 3.03	Execution, Authentication, Delivery and Dating.	19
Section 3.04	Temporary Securities.	20
Section 3.05	Registration, Transfer and Exchange.	20

	<u>Page</u>
Section 3.06	Mutilated, Destroyed, Lost and Stolen Securities. 21
Section 3.07	Payment of Interest and Certain Additional Amounts; Rights to Interest and Certain Additional Amounts Preserved. 22
Section 3.08	Persons Deemed Owners. 23
Section 3.09	Cancellation. 24
Section 3.10	Computation of Interest. 24
Section 3.11	CUSIP Numbers. 24
Section 3.12	Original Issue Discount. 24

#### ARTICLE 4

##### SATISFACTION AND DISCHARGE

Section 4.01	Satisfaction and Discharge 24
Section 4.02	Application of Trust Money 25

#### ARTICLE 5

##### LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 5.01	Option to Effect Legal Defeasance or Covenant Defeasance 26
Section 5.02	Legal Defeasance and Discharge 26
Section 5.03	Covenant Defeasance 27
Section 5.04	Conditions to Legal or Covenant Defeasance 27
Section 5.05	Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions 29
Section 5.06	Reinstatement 29

#### ARTICLE 6

##### REMEDIES

Section 6.01	Events of Default 29
Section 6.02	Acceleration 31
Section 6.03	Other Remedies 31
Section 6.04	Trustee May Enforce Claims without Possession of Securities. 31
Section 6.05	Waiver of Past Defaults 31
Section 6.06	Control by Majority 32
Section 6.07	Limitation on Suits 32
Section 6.08	Rights of Holders of Securities to Receive Payment 32
Section 6.09	Collection Suit by Trustee 32
Section 6.10	Restoration of Rights and Remedies 33
Section 6.11	Rights and Remedies Cumulative 33
Section 6.12	Delay or Omission Not Waiver 33
Section 6.13	Trustee May File Proofs of Claim 33

		<u>Page</u>
Section 6.14	Priorities	34
Section 6.15	Undertaking for Costs	34
ARTICLE 7		
TRUSTEE		
Section 7.01	Duties of Trustee	34
Section 7.02	Rights of Trustee	35
Section 7.03	Individual Rights of Trustee	37
Section 7.04	Trustee's Disclaimer	37
Section 7.05	Notice of Defaults	37
Section 7.06	Compensation and Indemnity	37
Section 7.07	Replacement of Trustee	38
Section 7.08	Acceptance of Appointment by Successor	39
Section 7.09	Successor Trustee by Merger, etc.	40
Section 7.10	Eligibility; Disqualification	40
Section 7.11	Preferential Collection of Claims Against Issuer	40
Section 7.12	Appointment of Authenticating Agent	40
ARTICLE 8		
HOLDER LISTS AND REPORTS BY TRUSTEE, ISSUER AND GUARANTORS		
Section 8.01	Holder Lists	41
Section 8.02	Communication by Holders of Securities with Other Holders of Securities	41
Section 8.03	Reports by Trustee to Holders of the Securities	41
Section 8.04	Reports by Issuer	42
ARTICLE 9		
SUCCESSORS		
Section 9.01	Merger, Consolidation or Sale of All or Substantially All Assets	43
Section 9.02	Successor Corporation Substituted	44
ARTICLE 10		
SUPPLEMENTAL INDENTURES		
Section 10.01	Supplemental Indentures without Consent of Holders.	44
Section 10.02	Supplemental Indentures with Consent of Holders.	46
Section 10.03	Execution of Supplemental Indentures.	47
Section 10.04	Effect of Supplemental Indentures.	47

		<u>Page</u>
Section 10.05	Reference in Securities to Supplemental Indentures.	47
Section 10.06	Compliance with Trust Indenture Act.	48
ARTICLE 11		
COVENANTS		
Section 11.01	Payment of Securities	48
Section 11.02	Money for Securities Payments to Be Held in Trust.	48
Section 11.03	Maintenance of Office or Agency	49
Section 11.04	Compliance Certificate	49
Section 11.05	Additional Amounts	50
Section 11.06	Waiver of Certain Covenants	50
ARTICLE 12		
REDEMPTION		
Section 12.01	Applicability of Article	50
Section 12.02	Election to Redeem; Notices to Trustee	50
Section 12.03	Selection of Securities to Be Redeemed	51
Section 12.04	Notice of Redemption	51
Section 12.05	Deposit of Redemption Price	52
Section 12.06	Securities Payable on Redemption Date.	52
Section 12.07	Securities Redeemed in Part	52
ARTICLE 13		
SINKING FUNDS		
Section 13.01	Applicability of Article.	53
Section 13.02	Satisfaction of Sinking Fund Payments with Securities.	53
ARTICLE 14		
REPAYMENT AT THE OPTION OF HOLDERS		
Section 14.01	Applicability of Article.	53
ARTICLE 15		
SECURITIES IN FOREIGN CURRENCIES		
Section 15.01	Applicability of Article.	54

ARTICLE 16

GUARANTEES

Section 16.01	Guarantee.	54
---------------	------------	----

ARTICLE 17

SECURITY

Section 17.01	Security.	54
---------------	-----------	----

INDENTURE, dated as of •, among the Company (as defined herein), the Parent Guarantor (as defined herein), the Guarantors (as defined herein) listed on the signature pages hereto and The Bank of New York Mellon, a New York banking corporation, as Trustee.

## R E C I T A L S

The Company, the Parent Guarantor and the Guarantors have duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of senior unsecured and secured debentures, notes or other evidences of indebtedness (hereinafter called the “Securities”), unlimited as to principal amount, to bear such rates of interest, to mature at such time or times, to be issued in one or more series and to have such other provisions as shall be fixed as hereinafter provided.

All things necessary to make this Indenture a valid agreement of the Company, the Parent Guarantor and the Guarantors, in accordance with its terms, have been done.

This Indenture is subject to the provisions of the Trust Indenture Act (as defined herein), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder that are required to be part of this Indenture and, to the extent applicable, shall be governed by such provisions.

## W I T N E S S E T H

For and in consideration of the premises and the purchase of the Securities by the Holders (as defined herein) thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of any series thereof as follows:

### ARTICLE 1

#### DEFINITIONS AND INCORPORATION BY REFERENCE

##### Section 1.01 Definitions.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

“Agent” means any Person acting as a Paying Agent, Transfer Agent, Security Registrar, collateral agent, calculation agent or foreign currency agent, as applicable

“Applicable Procedures” means, with respect to any transfer or exchange of or for beneficial interests in any Global Security, the rules and procedures of the Depositary, Euroclear and/or Clearstream that apply to such transfer or exchange.

“Bankruptcy Law” means Title 11, U.S. Code or any similar federal, state or foreign law for the relief of debtors.

“Board of Directors” means:

- (1) with respect to a corporation, the board of directors of the corporation;
- (2) with respect to a partnership, the board of directors of the general partner of the partnership; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

“Board Resolution” means, with respect to any Person, a duly adopted resolution of the Board of Directors of such Person or any committee thereof.

“Business Day” means each day that is not a Legal Holiday.

“Capital Stock” means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Collateral” means, collectively, all of the property and assets that are from time to time subject to the Lien of the security documents including the Liens, if any, required to be granted pursuant to the Indenture.

“Company” means Aramark Services, Inc., a Delaware corporation, until a successor Person shall have assumed all the obligations of the Company under or pursuant to this Indenture, and thereafter “Company” shall mean that successor Person until released pursuant to the applicable provisions of or pursuant to this Indenture.

“Corporate Trust Office of the Trustee” means the principal corporate trust office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is 500 Ross Street, Pittsburgh, PA 15262, Attention: Corporate Trust Administration, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Issuer).

“Currency”, with respect to any payment, deposit or other transfer in respect of the principal of, any premium and any Additional Amounts, if any, and interest with respect to any Security, means Dollars or the Foreign Currency, as the case may be, in which such payment, deposit or other transfer is required to be made by or pursuant to the terms hereof or such Security and, with respect to any other payment, deposit or transfer pursuant to or contemplated by the terms hereof or such Security, means Dollars.

“Default” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Depository” means, with respect to any Security issuable or issued in whole or in part in global form, the Person designated as depository by the Issuer in or pursuant to this Indenture, and, unless otherwise provided with respect to any Security, any successor to such Person. If at any time there is more than one such Person, “Depository” shall mean, with respect to any Securities, the depository which has been appointed with respect to such Securities.

“Dollar” or “\$” means a dollar or other equivalent unit of legal tender for payment of public or private debts in the United States of America.



“EMU” means the economic and monetary union contemplated by the Treaty of the European Union.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

“euro” means the single currency of participating member states of the EMU.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Foreign Currency” means any Currency, currency unit or composite currency, including, without limitation, the euro issued by the government of one or more countries other than the United States of America or by any recognized confederation or association of such governments.

“GAAP” means generally accepted accounting principles in the United States of America that are in effect on the Issue Date.

“Global Security” means a Security that evidences all or part of the Securities of any series and bears the legend set forth in Section 2.03.

“Government Securities” means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

“guarantee” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any indebtedness or other obligations, and, when used as a verb, shall have a corresponding meaning.

“Guarantee” means (i) in respect of a series of Securities issued by the Company, a guarantee of such Securities by a Guarantor as contemplated by Article 16 and (ii) in respect of a series of Securities issued by any Person other than the Company, a guarantee of such Securities by the Company or by a Guarantor as contemplated by Article 16; provided that the term “Guarantee,” when used with respect to any Security or with respect to the Securities of any series, means a guarantee of such Security or of the Securities of such series, respectively, by a Guarantor of such Security or of the Securities of such series, respectively, as contemplated by Article 16 (excluding, for the avoidance of doubt, the Parent Guarantee).

“Guarantor” means (i) in respect of a series of Securities issued by the Company, the Guarantors listed on the signature pages hereto and (ii) in respect of a series of Securities issued by any Person other than the Company, the Company and the Guarantors listed on the signature pages hereto, and, in the case of clauses (i) and

(ii), any other Person who shall have become a Guarantor under this Indenture pursuant to Section 3.01 or 10.01 hereof, in each case unless and until a successor Person shall have been substituted for such Guarantor pursuant to the applicable provisions of this Indenture established pursuant to Section 3.01 or 10.01, at which time references to such Guarantor shall mean such successor Person; provided that the term “Guarantor”, when used, with respect to any Security or the Securities of any series, means the Persons who shall from time to time be the guarantors of such Security or the Securities of such series, respectively, as contemplated by Article 16 (excluding, for the avoidance of doubt, the Parent Guarantor).

“Holder” means the Person in whose name a Security is registered on the Security Registrar’s books.

“Indenture” means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and, with respect to any Security, Parent Guarantee or Guarantee, by the terms and provisions of such Security, such Parent Guarantee or such Guarantee, as the case may be, established pursuant to Section 3.01 (as such terms and provisions may be amended pursuant to the applicable provisions hereof); provided, however, that, if at any time more than one Person is acting as Trustee under this instrument, “Indenture” shall mean, with respect to any one or more series of Securities for which such Person is Trustee, this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and shall include the terms of those particular series of Securities for which such Person is Trustee established pursuant to Section 3.01, exclusive, however, of any provisions or terms which relate solely to other series of Securities for which such Person is not Trustee, regardless of when such terms or provisions were adopted.

“Indexed Security” means a Security the terms of which provide that the principal amount thereof payable at Stated Maturity may be more or less than the principal face amount thereof at original issuance.

“Interest Payment Date,” with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

“Issuer” means (i) in the case of Securities issued by the Company, the Company, and (ii) in the case of Securities issued by any other Subsidiary of the Parent Guarantor, such Subsidiary who shall have assumed all the obligations of an Issuer under or pursuant to this Indenture pursuant to a supplemental indenture.

“Issuer Order” means a written request or order signed by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, and delivered to the Trustee.

“Legal Holiday” means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York, unless otherwise specified pursuant to Section 3.01.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, preference, priority or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; provided that in no event shall an operating lease be deemed to constitute a Lien.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Obligations” means any principal (including reimbursement obligations with respect to letters of credit whether or not drawn), interest (including, to the extent legally permitted, all interest accrued thereon after the commencement of any insolvency or liquidation proceeding at the rate, including any applicable post-default

rate, specified in the applicable agreement), premium (if any), guarantees of payment, penalties, fees, indemnifications, reimbursements, expenses, damages and other liabilities payable under the documentation governing any indebtedness; provided that Obligations with respect to the Securities shall not include fees or indemnification in favor of the Trustee and any other third parties other than the Holders.

“Officer” means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Issuer.

“Officers’ Certificate” means a certificate signed on behalf of the Issuer by two Officers of the Issuer, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, that meets the requirements set forth in this Indenture.

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer.

“Original Issue Discount Security” means a Security issued pursuant to this Indenture which provides for an amount less than the principal face amount thereof to be due and payable upon declaration of acceleration pursuant to Section 6.02.

“Outstanding,” when used with respect to any Securities, means, as of the date of determination, all such Securities theretofore authenticated and delivered under this Indenture, except:

(a) any such Security theretofore cancelled by the Trustee for such Securities or the Security Registrar or delivered to the Trustee or the Security Registrar for cancellation;

(b) any such Security for whose payment at the maturity thereof money in the necessary amount has been theretofore deposited pursuant hereto (other than pursuant to Section 5.02) with the Trustee or any Paying Agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own Paying Agent) for the Holders of such Securities; provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(c) any such Security with respect to which the Issuer has effected defeasance or covenant defeasance pursuant to Sections 5.02 or 5.03, as applicable, except to the extent provided in Sections 5.02 or 5.03;

(d) any such Security which has been paid pursuant to Section 3.06 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, unless there shall have been presented to the Trustee proof satisfactory to it that such Security is held by a bona fide purchaser in whose hands such Security is a valid obligation of the Issuer; and

(e) Securities as to which any property deliverable upon conversion thereof has been delivered (or such delivery has been made available), or as to which any other particular conditions have been satisfied, in each case as may be provided for such Securities as contemplated in Section 3.01;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, (i) the principal amount of an Original Issue Discount Security that may be counted in making such determination and that shall be deemed to be Outstanding for such purposes shall be equal to the amount of the principal thereof that pursuant to the terms of such Original Issue Discount Security would be declared (or shall have been declared to be) due and payable upon a declaration of acceleration thereof pursuant to Section 6.02 at the time of such determination, and (ii) the principal amount of any Indexed Security that may be counted in making such determination and that shall be deemed Outstanding for such purpose shall be equal to the principal face amount of such Indexed Security at original issuance, unless otherwise provided in or pursuant to this Indenture,

and (iii) the principal amount of a Security denominated in a Foreign Currency that may be counted in making such determination and that shall be deemed Outstanding for such purposes shall be the Dollar equivalent, determined on the date of original issuance of such Security, of the principal amount (or, in the case of an Original Issue Discount Security, the Dollar equivalent on the date of original issuance of such Security of the amount determined as provided in (i) above) of such Security, and (iv) Securities owned by the Parent Guarantor, the Issuer, a Guarantor of the Securities or any other obligor upon the Securities, or any Affiliate of the Parent Guarantor, the Issuer or any such Guarantor or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in making any such determination or relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Securities so owned which shall have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee (A) the pledgee's right so to act with respect to such Securities and (B) that the pledgee is not the Parent Guarantor, the Issuer or a Guarantor of the Securities any other obligor upon the Securities or an Affiliate (other than a Trust) of the Parent Guarantor, the Issuer or a Guarantor of the Securities or such other obligor.

"Parent Guarantee" means the guarantee provided by the Parent Guarantor.

"Parent Guarantor" means Aramark, a Delaware corporation, or another direct or indirect parent of the Company that guarantees the Securities, (1) until released pursuant to the applicable provisions of or pursuant to this Indenture or (2) until a successor Person shall have assumed all the obligations of the Parent Guarantor under or pursuant to this Indenture and the Parent Guarantee, and thereafter "Parent Guarantor" shall mean that successor Person until released pursuant to the applicable provisions of or pursuant to this Indenture.

"Participant" means, with respect to the Depository, Euroclear or Clearstream, a Person who has an account with the Depository, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Place of Payment," with respect to any Security, means the place or places where the principal of, any premium and any Additional Amounts, if any, and interest with respect to such Security are payable as provided in or pursuant to this Indenture or such Security.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same indebtedness as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 3.06 in exchange for or in lieu of a lost, destroyed, mutilated or stolen Security shall be deemed to evidence the same indebtedness as the lost, destroyed, mutilated or stolen Security.

"Regular Record Date" for the interest payable on any Security on any Interest Payment Date therefor means the date, if any, specified in or pursuant to this Indenture or such Security as the record date for the payment of such interest.

"Responsible Officer" means, when used with respect to the Trustee, any officer assigned to the Corporate Trust Division - Corporate Finance Unit (or any successor division or unit) of the Trustee, who shall have direct responsibility for the administration of this Indenture, and for the purposes of Section 7.01(c)(ii) and the second sentence of Section 7.05 shall also include any other officer of the Trustee to whom any corporate trust matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Significant Subsidiary” means any Subsidiary of the Company that would be a “significant subsidiary” as defined in Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date hereof.

“Subsidiary” means, with respect to any Person,

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and

(2) any partnership, joint venture, limited liability company or similar entity of which

(x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Stated Maturity,” with respect to any Security or any installment of principal thereof or interest thereon or any Additional Amounts with respect thereto, means the date established by or pursuant to this Indenture or such Security as the fixed date on which the principal of such Security or such installment of principal or interest is, or such Additional Amounts are, due and payable.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

“Trustee” means the Person named as the “Trustee” in the first paragraph of this instrument until a successor Trustee shall have become such with respect to one or more series of Securities pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean each Person who is then a Trustee hereunder; provided, however, that if at any time there is more than one such Person, “Trustee” shall mean each such Person and as used with respect to the Securities of any series shall mean the Trustee with respect to the Securities of such series.

“United States Alien,” except as otherwise provided in or pursuant to this Indenture or any Security, means any Person who, for United States Federal income tax purposes, is a foreign corporation, a non-resident alien individual, a non-resident alien fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is, for United States Federal income tax purposes, a foreign corporation, a non-resident alien individual or a non-resident alien fiduciary of a foreign estate or trust.

Section 1.02 Other Definitions.

<u>Term</u>	<u>Defined in Section</u>
“Additional Amounts”	3.01(r)
“Covenant Defeasance”	5.03
“Defaulted Interest”	3.07
“DTC”	2.03
“Event of Default”	6.01
“Legal Defeasance”	5.02
“Redemption Date”	12.02
“Security Register”	3.05
“Security Registrar”	3.05
“Successor Company”	9.01(a)(1)
“Successor Person”	9.01(b)(1)

Section 1.03 Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made a part of this Indenture.

The following Trust Indenture Act terms used in this Indenture have the following meanings:

“indenture securities” means the Securities;

“indenture security holder” means a Holder of a Security;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Securities, the Parent Guarantee and the Guarantees means the Issuer, the Parent Guarantor and the Guarantors, respectively, and any successor obligor upon the Securities, the Parent Guarantee and the Guarantees, respectively.

All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act have the meanings so assigned to them.

Section 1.04 Rules of Construction.

Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) “or” is not exclusive;
- (d) words in the singular include the plural, and in the plural include the singular;

- (e) “will” shall be interpreted to express a command;
- (f) provisions apply to successive events and transactions;
- (g) references to sections of, or rules under, the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;
- (h) unless the context otherwise requires, any reference to an “Article,” “Section” or “clause” refers to an Article, Section or clause, as the case may be, of this Indenture; and
- (i) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision.

Section 1.05 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by or pursuant to this Indenture to be made, given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership, principal amount and serial numbers of Securities held by any Person, and the date of the commencement and the date of the termination of holding the same, shall be proved by the Security Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee, any Security Registrar, any Paying Agent or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

(e) The Issuer may, in the circumstances permitted by the Trust Indenture Act, set a record date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders. Unless otherwise specified, if not set by the Issuer prior to the first solicitation of a Holder made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such record date shall be the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by

one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, unless otherwise provided in or pursuant to this Indenture, a Holder, including a Depositary that is the Holder of a Global Security, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in or pursuant to this Indenture or the Securities to be made, given or taken by Holders, and a Depositary that is the Holder of a Global Security may provide its proxy or proxies to the beneficial owners of interests in any such Global Security through such Depositary's standing instructions and customary practices.

(h) The Issuer may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Security held by a Depositary entitled under the procedures of such depositary to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be valid or effective if made, given or taken more than 90 days after such record date.

#### Section 1.06 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by Trust Indenture Act Section 318(c), the imposed duties shall control.

#### Section 1.07 Notices.

Any notice or communication by the Issuer, the Parent Guarantor, any Guarantor or the Trustee to the others is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuer, the Parent Guarantor and/or any Guarantor:

c/o Aramark  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
Fax No.: (215) 413-8808  
Attention: General Counsel

If to the Trustee, at its Corporate Trust Office.

The Issuer, the Parent Guarantor, any Guarantor or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the party elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the



Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; provided that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.

Section 1.08 Notice to Holders; Waiver.

Except as otherwise expressly provided in or pursuant to this Indenture, where this Indenture provides for notice or communication to Holders of Securities of any event, such notice or communication shall be sufficiently given (unless otherwise herein expressly provided) to Holders of Securities if in writing and mailed, first-class postage prepaid, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery or delivered by electronic transmission to each Holder of a Security affected by such event, at such Holder's address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. Any notice or communication shall also be so mailed to any Person described in Trust Indenture Act Section 313(c), to the extent required by the Trust Indenture Act. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

In any case where notice to Holders of Securities is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder of a Security shall affect the sufficiency of such notice with respect to other Holders of Securities. In the case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of Securities shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Where this Indenture provides for notice of any event to a Holder of a Global Security, such notice shall be sufficiently given if given to the Depository for such Security (or its designee), pursuant to the Applicable Procedures of the Depository, not later than the latest date, if any, and not earlier than the earliest date, if any, prescribed for the giving of such notice.

If a notice or communication is made in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer gives notice or communication to Holders, it shall provide a copy to the Trustee and each Agent, as applicable, at the same time.

Notwithstanding anything to the contrary contained herein, as long as the Securities are in the form of a Global Security, notice to the Holders may be made electronically in accordance with the procedures of the Depository.

Section 1.09 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer, the Parent Guarantor or any of the Guarantors to the Trustee to take any action under this Indenture, the Issuer, the Parent Guarantor or such Guarantor, as the case may be, shall furnish to the Trustee:

(a) An Officers' Certificate (which shall include the statements set forth in Section 1.10 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) An Opinion of Counsel (which shall include the statements set forth in Section 1.10 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants, if any, have been satisfied;

provided that no such Opinion of Counsel shall be required to be delivered in connection with the execution of any amendment or supplement adding a new Guarantor or other guarantor under this Indenture or any supplemental indenture.

Section 1.10 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant, if any, provided for in this Indenture (other than a certificate provided pursuant to Section 11.04 hereof or Trust Indenture Act Section 314(a)(4)) shall comply with the provisions of Trust Indenture Act Section 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant, if any, or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officers' Certificate as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant, if any, has been complied with.

Section 1.11 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Security Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 1.12 No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, incorporator or stockholder of the Issuer, the Parent Guarantor or any Guarantor (other than in the case of stockholders of the Parent Guarantor, the Issuer or any Guarantor) or any of their parent companies shall have any liability for any obligations of the Issuer, the Parent Guarantor or the Guarantors under the Securities, the Parent Guarantee, the Guarantees and this Indenture, as applicable, or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities, the Parent Guarantee and any Guarantee.

Section 1.13 Governing Law.

THIS INDENTURE, THE SECURITIES, THE PARENT GUARANTEE AND ANY GUARANTEE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 1.14 Waiver of Jury Trial; Submission to Jurisdiction.

EACH OF THE ISSUER, THE PARENT GUARANTOR, THE GUARANTORS, THE TRUSTEE AND THE SECURITY REGISTRAR, PAYING AGENT AND TRANSFER AGENT, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS INDENTURE AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE RESIDING IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS INDENTURE, EACH OF THE PARTIES HERETO HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY THEREOF.

Section 1.15 Force Majeure.

In no event shall the Trustee, Paying Agent, Security Registrar or Transfer Agent be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

Section 1.16 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Parent Guarantor or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 1.17 Successors and Assigns.

All agreements of the Issuer in this Indenture shall bind its successors and assigns, whether so expressed or not. All agreements of the Trustee, Security Registrar, Paying Agent and Transfer Agent, as applicable, in this Indenture shall bind its successors. All agreements of the Parent Guarantor and each Guarantor in this Indenture shall bind their successors and assigns, whether so expressed or not.

Section 1.18 Severability.

In case any provision in this Indenture or any Security shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

Section 1.19 Extension of Payment Dates.

In the event that (i) the terms of any Security, the Parent Guarantee or any Guarantee established in or pursuant to this Indenture permit the Issuer, the Parent Guarantor, any Guarantor or any Holder thereof to extend the date on which any payment of the principal of, any premium and any Additional Amounts, if any, and interest with respect to such Security, Parent Guarantee or Guarantee, as the case may be, is due and payable and (ii) the due date for any such payment shall have been so extended, then all references herein to the Stated Maturity of such payment (and all references of like import) shall be deemed to refer to the date as so extended.

Section 1.20 Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or electronic format (*i.e.*, “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (*i.e.*, “pdf” or “tif”) shall be deemed to be their original signatures for all purposes.

Section 1.21 Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

## ARTICLE 2

### SECURITIES FORMS

Section 2.01 Forms Generally.

The Securities of each series shall be in substantially such form or forms as shall be established by or pursuant to a Board Resolution or, subject to Section 3.03, set forth in, or determined in the manner provided in, an Officers’ Certificate pursuant to a Board Resolution, or in one or more indentures supplemental hereto, or established in one or more indentures supplemental hereto, and in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable tax laws or the rules of any securities exchange or Depositary therefor or as may, consistently herewith, be determined by the Officer executing such Securities, as evidenced by his or her execution thereof. If the form of Securities of any series is established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Issuer Order contemplated by Section 3.03 for the authentication and delivery of such Securities. If all of the Securities of any series established by action taken pursuant to a Board Resolution are not to be issued at one time, it shall not be necessary to deliver a

record of such action at the time of issuance of each Security of such series, but an appropriate record of such action shall be delivered at or before the time of issuance of the first Security of such series.

Anything herein to the contrary notwithstanding, there shall be no requirement that any Security have endorsed thereon or attached thereto the Parent Guarantee or a Guarantee or a notation of the Parent Guarantee or a Guarantee, but such Parent Guarantee and/or a Guarantee or notation of such Parent Guarantee and/or a Guarantee may be endorsed thereon or attached thereto as contemplated by this Section 2.01.

Section 2.02 Form of Trustee's Certificate of Authentication.

Subject to Section 7.12, the Trustee's certificate of authentication shall be in substantially the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

The Bank of New York Mellon,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Section 2.03 Legends.

Unless otherwise specified as contemplated by Section 3.01 for the Securities evidenced thereby or as required by Applicable Procedures, every Global Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

*[Insert, if applicable: "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."]

*[Insert, if applicable: "THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS*

REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.”]

### ARTICLE 3

#### THE SECURITIES

##### Section 3.01 Amount Unlimited; Issuable in Series.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued in one or more series.

With respect to any Securities to be authenticated and delivered hereunder, there shall be established in or pursuant to one or more Board Resolutions, as applicable, or set forth in an Officers’ Certificate pursuant to a Board Resolution, as applicable, or established in one or more indentures supplemental hereto, prior to the issuance of any Securities of a series,

(a) the title of the Securities of such series (which shall distinguish the Securities of the series from Securities of any other series);

(b) any limit upon the aggregate principal amount of the Securities of such series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of such series pursuant to Section 3.04, 3.05, 3.06, 10.05 or 12.06, upon repayment in part of any Security of such series pursuant to Article 14 or upon surrender in part of any Security for conversion or exchange into Capital Stock or other securities or property pursuant to its terms), and if such series may not be reopened from time to time for the issuance of additional Securities of such series;

(c) the price or prices at which the Securities of such series will be sold;

(d) if any of such Securities are to be issuable in global form, when any of such Securities are to be issuable in global form and (i) whether such Securities are to be issued in temporary or permanent global form or both, (ii) whether beneficial owners of interests in any such Global Security may exchange such interests for Securities of the same series and of like tenor and of any authorized form and denomination, and the circumstances under which any such exchanges may occur, if other than in the manner specified in Section 3.05, (iii) the name of the Depositary with respect to any such Global Security and (iv) if applicable and in addition to the Persons specified in Section 3.05, the Person or Persons who shall be entitled to make any endorsements on any such Global Security and to give the instructions and take the other actions with respect to such Global Security contemplated by the first paragraph of Section 2.03;

(e) the date or dates, or the method or methods, if any, by which such date or dates shall be determined, on which the principal and premium, if any, of such Securities is payable or the method used to determine or extend those dates;

(f) the rate or rates at which such Securities shall bear interest, if any, or the method or methods, if any, by which such rate or rates are to be determined, the date or dates, if any, from which such interest shall begin to accrue or the method or methods, if any, by which such date or dates are to be determined, the Interest Payment Dates, if any, on which such interest shall be payable and the Regular Record Date, if any, for the interest payable on Securities on any Interest Payment Date, the notice, if any, to Holders regarding the determination of interest on a floating rate Security and the manner of giving such notice, and the basis upon which interest shall be

calculated if other than that of a 360-day year of twelve 30-day months, the right, if any, to extend or defer interest payments and the duration of such extension or deferral;

(g) if in addition to or other than the place where the Corporate Trust Office of the Trustee may from time to time be located, the place or places where the principal of, any premium and any Additional Amounts, if any, and interest with respect to such Securities shall be payable, any of such Securities that are Securities may be surrendered for registration of transfer or exchange, any of such Securities may be surrendered for conversion or exchange and notices or demands to or upon the Issuer in respect of such Securities and this Indenture may be served;

(h) whether any of such Securities are to be redeemable at the option of the Issuer and, if so, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such Securities may be redeemed, in whole or in part, at the option of the Issuer;

(i) if the Issuer is obligated to redeem or purchase any of such Securities pursuant to any sinking fund or analogous provision or at the option of any Holder thereof and, if so, the date or dates on which, the period or periods within which, the price or prices at which and the other terms and conditions upon which such Securities shall be redeemed or purchased, in whole or in part, pursuant to such obligation, and any provisions for the remarketing of such Securities so redeemed or purchased;

(j) if other than denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof, the denominations in which any Securities of the series shall be issuable;

(k) if other than the principal amount thereof, the portion of the principal amount of any of such Securities that shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 6.02 or the method by which such portion is to be determined;

(l) if other than Dollars, the Foreign Currency in which payment of the principal of, any premium and any Additional Amounts, if any, and interest with respect to any of such Securities shall be payable;

(m) if the principal of, any premium and any Additional Amounts, if any, and interest with respect to any of such Securities are to be payable, at the election of the Issuer or a Holder thereof or otherwise, in Dollars or in a Foreign Currency other than that in which such Securities are stated to be payable, the date or dates on which, the period or periods within which, and the other terms and conditions upon which, such election may be made, and the time and manner of determining the exchange rate between the Currency in which such Securities are stated to be payable and the Currency in which such Securities or any of them are to be paid pursuant to such election, and any deletions from or modifications of or additions to the terms of this Indenture to provide for or to facilitate the issuance of Securities denominated or payable, at the election of the Issuer or a Holder thereof or otherwise, in a Foreign Currency;

(n) if the amount of payments of the principal of, any premium and any Additional Amounts, if any, and interest with respect to such Securities may be determined with reference to an index, formula or other method or methods (which index, formula or method or methods may be based, without limitation, on one or more Currencies, commodities, equity indices or other indices), and, if so, the terms and conditions upon which and the method by which such amounts shall be determined and paid or payable;

(o) any deletions from, modifications of or additions to the Events of Default or covenants of the Issuer, the Parent Guarantor or any Guarantors with respect to such Securities or the related Parent Guarantee and/or Guarantees (whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth herein), and, if any additional covenants not contained in this Indenture as of its date shall be applicable with respect to such Securities, whether Section 11.06 shall be applicable with respect to any such additional covenants;

(p) if any one or more of the provisions of Section 4.01 relating to satisfaction and discharge, Section 5.02 relating to legal defeasance or Section 5.03 relating to covenant defeasance shall not be applicable to the Securities of such series, and any covenants in addition to or other than those covenants, if any, specified in Section 5.03 relating to the Securities of such series which shall be subject to covenant defeasance, and, if the Securities of such series are subject to repurchase or repayment at the option of the Holders thereof pursuant to Article 13, if the Issuer's obligation to repurchase or repay such Securities will not be subject to satisfaction and discharge pursuant to Section 5.01 or to defeasance pursuant to Article 5, and, if the Holders of such Securities have the right to convert or exchange such Securities into Capital Stock or other securities or property, if the right to effect such conversion or exchange will be subject to satisfaction and discharge pursuant to Section 5.01 or to legal defeasance pursuant to Section 5.01 or covenant defeasance pursuant to Section 5.02, and any deletions from, or modifications or additions to, the provisions of Article 4 in respect of the Securities of such series;

(q) if any of such Securities are issuable in global form and are to be issuable in definitive form (whether upon original issue or upon exchange of a temporary Security) only upon receipt of certain certificates or other documents or satisfaction of other conditions, then the form and terms of such certificates, documents or conditions;

(r) whether and under what circumstances the Issuer, the Parent Guarantor or any Guarantor of such Securities will pay additional amounts ("Additional Amounts") on such Securities or its Parent Guarantee or Guarantee, as applicable, of such Securities, as the case may be, to any Holder who is a United States Alien in respect of specified taxes, assessments or other government charges and, if so, whether the Issuer will have the option to redeem such Securities rather than pay such Additional Amounts;

(s) if there is more than one Trustee, the identity of the Trustee and, if not the Trustee, the identity of each Security Registrar, Paying Agent, Transfer Agent or Authenticating Agent, as applicable, with respect to such Securities;

(t) the Person to whom any interest on any Security of such series shall be payable, if other than the Person in whose name the Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, the manner in which, and the extent to which, or the manner in which, any interest payable on a temporary Global Security will be paid if other than in the manner provided in this Indenture;

(u) the names of the Guarantors of the Securities of such series and the terms of the Parent Guarantee and the Guarantees of the Securities of such series, including, without limitation, any deletions from, or modifications or additions to, the provisions of Article 16 or any other provisions of this Indenture in connection with the Parent Guarantee and the Guarantees of the Securities of such series;

(v) the exchanges, if any, on which the Securities may be listed;

(w) the terms of any right to convert or exchange Securities of such series into any other securities or property of the Issuer or of any other corporation or Person, and the additions or changes, if any, to this Indenture with respect to the Securities of such series to permit or facilitate such conversion or exchange;

(x) whether the Securities of such series or any Parent Guarantee and/or Guarantees of such Securities are to be secured by any property, assets or other collateral and, if so, the applicable collateral, any deletions from, or modifications or additions to, the provisions of Article 16 hereof or any other provisions of this Indenture in connection therewith or in connection with any other instrument or agreement entered into in connection therewith; and

(y) any other terms of such Securities and the Parent Guarantee and Guarantees of such Securities (whether or not such other terms are consistent or inconsistent with any other terms of this



Indenture) and any deletions from or modifications or additions to this Indenture in respect of such Securities, such Parent Guarantee or such Guarantees.

All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above or pursuant to authority granted by one or more Board Resolutions and, subject to Section 3.03, set forth, or determined in the manner provided, in the Officers' Certificate pursuant to a Board Resolution referred to above or in any such indenture supplemental hereto. All Securities of any one series need not be issued at one time and, unless otherwise provided in or pursuant to the Board Resolution referred to above and, subject to Section 3.03, set forth, or determined in the manner provided, in the Officers' Certificate pursuant to a Board Resolution referred to above or pursuant to authority granted by one or more Board Resolutions or in any such indenture supplemental hereto with respect to a series of Securities, additional Securities of a series may be issued, at the option of the Issuer, without the consent of any Holder, at any time and from time to time.

If any of the terms of the Securities of any series or any Parent Guarantee and/or Guarantee of the Securities of any series shall be established by action taken by or pursuant to one or more Board Resolutions, such Board Resolutions shall be delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of such series.

### Section 3.02 Currency; Denominations.

Unless otherwise provided in or pursuant to this Indenture, the principal of, any premium and any Additional Amounts, if any, and interest with respect to the Securities shall be payable in Dollars. Unless otherwise provided in or pursuant to this Indenture, Securities denominated in Dollars shall be issuable in registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. Securities not denominated in Dollars shall be issuable in such denominations as are established with respect to such Securities in or pursuant to this Indenture.

### Section 3.03 Execution, Authentication, Delivery and Dating.

At least one Officer of the Issuer shall execute the Securities on behalf of the Issuer by manual or facsimile signature.

If any Parent Guarantee and/or Guarantees are to be endorsed on or attached to any Securities, and if such Parent Guarantee and/or Guarantees provide for the execution thereof by the Parent Guarantor and/or the applicable Guarantors (it being understood and agreed that any such Parent Guarantee or Guarantee may, but need not, provide for the execution by the Parent Guarantor and/or the applicable Guarantors), such Parent Guarantee and/or Guarantees shall be executed on behalf of the Parent Guarantor and/or the applicable Guarantor by an Officer of the Parent Guarantor and/or each applicable Guarantor, as applicable, by manual or facsimile signature.

Securities and any Parent Guarantee and Guarantees bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer, the Parent Guarantor or the applicable Guarantor, as the case may be, shall, to the fullest extent permitted by applicable law, bind the Issuer, the Parent Guarantor or such Guarantor, as the case may be, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Securities executed by the Issuer, to the Trustee for authentication and, provided that the Board Resolution or Officers' Certificate pursuant to a Board Resolution or supplemental indenture or indentures with respect to such Securities referred to in Section 3.01 and an Issuer Order for the authentication and delivery of such Securities have been delivered to the Trustee, the Trustee in accordance with the Issuer Order and subject to the provisions hereof and of such Securities shall authenticate and deliver such Securities.

The Trustee shall not be required to authenticate or to cause an Authenticating Agent to authenticate any Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee or if the Trustee, being advised by counsel, determines that such action may not lawfully be taken.

Each Security shall be dated the date of its authentication.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Security a certificate of authentication substantially in the form provided for in Section 2.02 or 7.12 executed by or on behalf of the Trustee or by the Authenticating Agent by the manual signature of one of its authorized signatories. Such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.

#### Section 3.04 Temporary Securities.

Pending the preparation of definitive Securities, the Issuer may execute and deliver to the Trustee and the Trustee, upon receipt of an Issuer Order, shall authenticate and deliver, in the manner provided in Section 3.03, temporary Securities in lieu thereof which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Issuer executing such Securities may determine, as conclusively evidenced by their execution of such Securities. Such temporary Securities may be in global form.

Except in the case of temporary Securities in global form, which shall be exchanged in accordance with the provisions set forth in this Indenture or the provisions established pursuant to Section 3.01, if temporary Securities are issued, the Issuer shall cause definitive Securities to be prepared without unreasonable delay. Except as otherwise provided in or pursuant to this Indenture, after the preparation of definitive Securities of the same series and containing terms and provisions that are identical to those of any temporary Securities, such temporary Securities shall be exchangeable for such definitive Securities upon surrender of such temporary Securities at an office or agency for such Securities, without charge to any Holder thereof. Except as otherwise provided in or pursuant to this Indenture, upon surrender for cancellation of any one or more temporary Securities, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of authorized denominations of the same series and containing identical terms and provisions. Unless otherwise provided in or pursuant to this Indenture with respect to a temporary Global Security, until so exchanged the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

#### Section 3.05 Registration, Transfer and Exchange.

The Issuer shall cause to be kept at the Corporate Trust Office of the Trustee for the Securities of each series a register (the register maintained in such office and in any other office or agency of the Issuer in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of, transfers and exchanges of Securities. The Trustee for the Securities of each series is hereby appointed the "Security Registrar" for the purpose of registering, transferring and exchanging Securities as herein provided.

Except as otherwise provided in or pursuant to this Indenture, upon surrender for registration of transfer of any Security of a series at the office or agency of the Issuer in a Place of Payment for such series, the Issuer shall execute, and the Trustee for the Securities of such series shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of the same series, of any authorized denominations and of like tenor and principal amount.

Except as otherwise provided in or pursuant to this Indenture, at the option of the Holder, Securities of any series may be exchanged for other Securities of the same series, of any authorized denominations and of like

tenor and principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Issuer shall execute, and the Trustee for the Securities of such series shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

The Issuer shall execute, and the Trustee for the Securities of such series shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Issuer evidencing the same debt and entitling the Holders thereof to the same benefits under this Indenture and the applicable Parent Guarantee and Guarantees as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or for exchange or redemption shall (if so required by the Issuer or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar for such Security duly executed by the Holder thereof or such Holder's attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, or any redemption or repayment of Securities, or any conversion or exchange of Securities for other types of securities or property, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Section 3.04, 10.05 or 12.06 hereof).

If the Securities of any series (or of any series and specified tenor) are to be redeemed in part, the Issuer shall not be required (A) to issue, register the transfer of or exchange any Securities of such series (or of such series and specified tenor, as the case may be) during a period beginning at the opening of business 15 days before the day of any selection of such Securities for redemption under Section 12.03 and ending at the close of business on the day of such selection, (B) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part or (C) to register the transfer of or to exchange any Security between a Regular Record Date and the next succeeding Interest Payment Date.

None of the Trustee or any Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depositary participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

#### Section 3.06 Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee for the series of such Securities, subject to the provisions of this Section 3.06, the Issuer shall issue and the Trustee shall authenticate a replacement Security of the same series containing identical terms and of like principal amount and bearing a number not contemporaneously outstanding.

If there be delivered to the Issuer and to the Trustee for the Securities of such series (i) evidence to their satisfaction of the destruction, loss or theft of any Security, and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless from and against any and all loss, liability or expense, then, in the absence of notice to the Issuer or the Trustee that such Security has been acquired by a bona fide purchaser, the Issuer shall issue and the Trustee shall authenticate a replacement Security of the same series containing identical terms and of like principal amount and bearing a number not contemporaneously outstanding.

In case any mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any replacement Security under this Section, the Issuer charge for its expenses in connection therewith.

Every replacement Security issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute a separate obligation of the Issuer, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of such series duly issued hereunder.

The provisions of this Section, as amended or supplemented pursuant to this Indenture with respect to particular Securities or generally, shall (to the extent lawful) be exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

Section 3.07 Payment of Interest and Certain Additional Amounts; Rights to Interest and Certain Additional Amounts Preserved.

Unless otherwise provided in or pursuant to this Indenture, any interest on and any Additional Amounts with respect to any Security which shall be payable, and are punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Security (or one or more Predecessor Securities) is registered as of the close of business on the Regular Record Date for such interest.

Unless otherwise provided in or pursuant to this Indenture, any interest on and any Additional Amounts with respect to any Security which shall be payable, but shall not be punctually paid or duly provided for, on any Interest Payment Date (herein called “Defaulted Interest”) shall forthwith cease to be payable to the Holder thereof on the relevant Regular Record Date by virtue of having been such Holder; and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Issuer may elect to make payment of any Defaulted Interest to the Person in whose name such Security (or a Predecessor Security thereof) shall be registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee for the Securities of such series in writing of the amount of Defaulted Interest proposed to be paid on each Security and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when so deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as provided in this Section 3.07. The Trustee shall fix or cause to be fixed each such special record date and payment date; provided that no such special record date shall be less than 10 days prior to the related payment date for such Defaulted Interest. The Trustee shall promptly notify the Issuer of such special record date. At least 15 days before the special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) shall mail or cause to be mailed, first-class postage prepaid, to each Holder a notice at his or her address as it appears in the Security Register that states the special record date, the related payment date and the amount of such interest to be paid.

(ii) The Issuer may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Security may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Clause, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of Section 3.05 and this Section 3.07, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

#### Section 3.08 Persons Deemed Owners.

Prior to due presentment of a Security for registration of transfer, the Issuer, the Parent Guarantor, the Guarantors, the Trustee for such Securities and any agent of the Issuer, the Parent Guarantor, any Guarantor or the Trustee may treat the Person in whose name such Security is registered in the Security Register as the owner of such Security for the purpose of receiving payment of principal of, any premium and any Additional Amounts, if any, and (subject to Sections 3.05 and 3.07) interest with respect to such Security and for all other purposes whatsoever, whether or not any payment with respect to such Security shall be overdue, and none of the Issuer, the Parent Guarantor, the Guarantors, the Trustee or any agent of the Issuer, the Parent Guarantor, any Guarantor or the Trustee shall be affected by notice to the contrary.

No Holder of any beneficial interest in any Global Security held on its behalf by a Depositary shall have any rights under this Indenture with respect to such Global Security, and such Depositary may be treated by the Issuer, the Parent Guarantor, the Guarantors, the Trustee, and any agent of the Issuer or the Trustee as the owner of such Global Security for all purposes whatsoever. None of the Issuer, the Parent Guarantor, the Guarantors, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Parent Guarantor, the Guarantors, the Trustee or any Agent from giving effect to any written certification, proxy or other authorization furnished by the applicable Depositary (or its nominee), as a Holder, with respect to a Global Security or impair, as between such Depositary and the owners of beneficial interests in such Global Security, the operation of customary practices governing the exercise of the rights of such Depositary (or its nominee) as the Holder of such Global Security.

None of the Issuer, the Parent Guarantor, the Guarantors, the Trustee or any Agent shall have any responsibility or obligation to any beneficial owner in a Global Security, a Depositary participant or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any Depositary participant, with respect to any ownership interest in the Securities or with respect to the delivery to any Depositary participant, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Securities and this Indenture shall be given or made only to or upon the order of the registered holders (which shall be the Depositary or its nominee in the case of the Global Security). The rights of beneficial owners in the Global Security shall be exercised only through the Depositary subject to its Applicable Procedures. The Issuer, the Parent Guarantor, the Guarantors, the Trustee and each Agent shall be entitled to rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners. The Issuer, the Parent Guarantor, the Guarantors, the Trustee and each Paying Agent shall be entitled to deal with the Depositary, and any nominee thereof, that is the registered holder of any Global Security for all purposes of this Indenture relating to such Global Security (including the payment of principal, premium, if any, and interest and Additional Amounts, if any, and the giving of instructions or directions by or to the owner or holder of a beneficial ownership interest in such Global Security) as the sole holder of such Global Security and shall have no obligations to the beneficial owners thereof. None of the Issuer, the Parent Guarantor, the Guarantors, the Trustee or any Agent shall have any responsibility or liability for any acts or omissions of the Depositary with respect to such Global Security, for the records of any such depositary, including records in respect of beneficial ownership interests in respect of any such Global Security, for any transactions between the Depositary and any Depositary participant or between or among the Depositary, any such Depositary participant and/or any holder or owner of a beneficial interest in such Global Security, or for any transfers of beneficial interests in any such Global Security.

### Section 3.09 Cancellation.

All Securities surrendered for payment, redemption, registration of transfer, exchange or conversion or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee, and any such Securities, as well as Securities surrendered directly to the Trustee for any such purpose, shall be cancelled promptly by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Securities so delivered shall be cancelled promptly by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by or pursuant to this Indenture. All cancelled Securities held by the Trustee shall be destroyed by the Trustee in accordance with customary procedures.

### Section 3.10 Computation of Interest.

Except as otherwise provided in or pursuant to this Indenture or in the Securities of any series, interest on the Securities shall be computed on the basis of a 360-day year of twelve 30-day months.

### Section 3.11 CUSIP Numbers.

The Issuer in issuing the Securities may use CUSIP numbers (if then generally in use) and, if so, the Trustee for such Securities shall use CUSIP numbers in notices of redemption as a convenience to Holders of such Securities; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will as promptly as practicable notify the Trustee of any change in the CUSIP numbers.

### Section 3.12 Original Issue Discount.

If any of the Securities is an Original Issue Discount Security, the Issuer shall file with the Trustee promptly at the end of each calendar year (1) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on such Outstanding Original Issue Discount Securities as of the end of such year and (2) such other specific information relating to such original issue discount as may then be relevant under the Code.

## ARTICLE 4

### SATISFACTION AND DISCHARGE

#### Section 4.01 Satisfaction and Discharge.

Unless, pursuant to Section 3.01, the provisions of this Section 4.01 shall not be applicable with respect to the Securities of any series, upon the direction of the Issuer by an Issuer Order, this Indenture shall be discharged and shall cease to be of further effect as any series of Securities specified in such Issuer Order and the Parent Guarantee and any Guarantees of such Securities and the Trustee for the Securities of such series, on receipt of an Issuer Order, at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture as to such series, when either:

(1) all Securities of such series theretofore authenticated and delivered, except Securities that have been mutilated, lost, stolen or destroyed and which have been replaced or paid and Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer

and thereafter repaid to the Issuer or discharged from such trust, have been delivered to the Trustee for cancellation; or

(2) (A) all Securities of such series not theretofore delivered to such Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, shall become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer and the Issuer, the Parent Guarantor or any Guarantor has irrevocably deposited or caused to be deposited with such Trustee as trust funds in trust solely for the benefit of the Holders of such Securities, cash in the Currency in which such Securities are payable, (except as provided pursuant to Section 3.01) Government Securities, or a combination thereof, in such amounts as shall be sufficient, without consideration of any reinvestment of interest, as confirmed by a letter from a nationally recognized firm of independent public accountants (which shall not be subject to the requirements of Section 1.10), to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest, and, to the extent that the Securities of such series provide for the payment of Additional Amounts thereon and the amount of any such Additional Amounts which are or will be payable with respect to the Securities of such series is at the time of deposit reasonably determinable by the Issuer (in the exercise by the Issuer of its sole and absolute discretion), any Additional Amounts with respect to such Securities to the date of maturity or redemption, as the case may be; and

(B) the Issuer has paid or caused to be paid all sums payable by it under this Indenture.

In addition, the Issuer must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge of this Indenture as to such series have been satisfied.

In the event there are Securities of two or more series Outstanding hereunder, the Trustee shall be required to execute an instrument acknowledging satisfaction and discharge of this Indenture only if requested to do so with respect to Securities of such series as to which it is Trustee and if the other conditions thereto are met.

At such time as the Issuer shall have effected satisfaction and discharge of this Indenture with respect to any series of Securities, the Parent Guarantor and each Guarantor of the Securities of such series shall (except as provided in the next succeeding paragraph) be automatically and unconditionally released and discharged from all of its obligations under the Parent Guarantee or such Guarantee, as applicable, of the Securities of such series and all of its other obligations under this Indenture in respect of the Securities of such series, without any action by the Issuer, the Parent Guarantor, any Guarantor or the Trustee and without the consent of the Holders of any Securities.

Notwithstanding the satisfaction and discharge of this Indenture with respect to any series of Securities, if money shall have been deposited with the Trustee pursuant to subclause (A) of clause (2) of this Section 4.01, the provisions of Section 4.02 hereof shall survive.

#### Section 4.02 Application of Trust Money.

All money and/or Government Obligations deposited with the Trustee pursuant to Section 4.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium and Additional Amounts, if any) and interest for whose payment such money and/or Government Obligations have been deposited with or received by the Trustee; but such money and Government Obligations need not be segregated from other funds except to the extent required by law. All money deposited with the Trustee pursuant to Section 4.01 (and held by it

or any Paying Agent) for the payment of Securities subsequently converted into other property shall be returned to the Issuer upon Issuer Order.

## ARTICLE 5

### LEGAL DEFEASANCE AND COVENANT DEFEASANCE

#### Section 5.01 Option to Effect Legal Defeasance or Covenant Defeasance.

Unless pursuant to Section 3.01 either or both of (i) legal defeasance of the Securities of or within a series under Section 5.02 or (ii) covenant defeasance of the Securities of or within a series under Section 5.03 shall not be applicable with respect to the Securities of such series, then such provisions, together with the other provisions of this Article 5 (with such modifications thereto as may be specified pursuant to Section 3.01 with respect to any Securities), shall be applicable to such Securities, and the Issuer may, at its option and at any time with respect to the Securities of or within such series, elect to have either Section 5.02 or 5.03 hereof applied to such Outstanding Securities upon compliance with the conditions set forth below in this Article 5. Unless otherwise specified pursuant to Section 3.01 with respect to the Securities of any series, legal defeasance under Section 5.02 and covenant defeasance under Section 5.03 may be effected with respect to any or all of the Outstanding Securities of any series. To the extent that the terms of any Security established in or pursuant to this Indenture permit the Issuer, the Parent Guarantor, any Guarantor or any Holder thereof to extend the date on which any payment of principal of, or premium or Additional Amounts, if any, or interest, if any, with respect to such Security is due and payable, then unless otherwise provided pursuant to Section 3.01, the right to extend such date shall terminate upon defeasance or covenant defeasance, as the case may be.

#### Section 5.02 Legal Defeasance and Discharge.

Upon the Issuer's exercise under Section 5.01 hereof of the option applicable to this Section 5.02 with respect to any Securities of or within a series, the Issuer, the Parent Guarantor and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 5.04 hereof, be deemed to have been discharged from their obligations with respect to all such Outstanding Securities and the Parent Guarantee and Guarantees of such Securities on the date the conditions set forth below are satisfied ("Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by such Outstanding Securities, which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 5.05 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Securities and this Indenture, including that of the Parent Guarantor and the Guarantors with respect to the Parent Guarantee and the Guarantees of such Securities, respectively (and the Trustee for the Securities of such series, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of such Outstanding Securities to receive payments in respect of the principal of, premium and Additional Amounts, if any, and interest on the Securities of such series when such payments are due solely out of the trust created pursuant to this Indenture referred to in Section 5.05 hereof;

(b) the Issuer's obligations with respect to Securities of such series concerning issuing temporary Securities, registration of such Securities, mutilated, destroyed, lost or stolen Securities and the maintenance of an office or agency for payment and money for security payments held in trust;

(c) if the Securities of such series provide for the payment of Additional Amounts pursuant to Section 11.05, the Issuer will remain obligated, following defeasance of this Indenture with respect to the Securities of such series, to pay, and the Parent Guarantor and the Guarantors of the Securities of such



series will continue to guarantee (on the terms and subject to the conditions set forth in this Indenture, subject to any other terms of this Indenture, including any terms established pursuant to Section 3.01 with respect to the Securities of such series, providing for the release and discharge of the Parent Guarantor or any Guarantor from the Parent Guarantee or its Guarantee, as applicable, of the Securities of such series and its other obligations under this Indenture in respect to the Securities of such series), as applicable, the payment of, Additional Amounts with respect to such Securities as contemplated by Section 11.05, to the extent (and only to the extent) that the Additional Amounts payable with respect to such Securities exceed the amount deposited in respect of such Additional Amounts pursuant to clause (1) of Section 5.04;

(d) the rights, powers, trusts, duties and immunities of the Trustee for the Securities of such series, and the Issuer's obligations in connection therewith; and

(e) this Section 5.02.

Subject to compliance with this Article 5, the Issuer may exercise its option under this Section 5.02 notwithstanding the prior exercise of its option under Section 5.03 hereof.

#### Section 5.03 Covenant Defeasance.

Upon the Issuer's exercise under Section 5.01 hereof of the option applicable to this Section 5.03 with respect to any Securities of or within a series, the Issuer, the Parent Guarantor and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 5.04 hereof, be released from their obligations under any covenants applicable to such Securities which are specified pursuant to Section 3.01 as being subject to covenant defeasance on and after the date the conditions set forth in Section 5.04 hereof are satisfied ("Covenant Defeasance"), and such Securities shall thereafter be deemed not "Outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "Outstanding" for all other purposes hereunder (it being understood that such Securities shall not be deemed "Outstanding" for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to such Outstanding Securities, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Securities and the Parent Guarantee and the Guarantees thereof shall be unaffected thereby. In addition, upon the Issuer's exercise under Section 5.01 hereof, Sections 6.01(4), 6.01(5), 6.01(6) and 6.01(7) hereof shall not constitute Events of Default.

#### Section 5.04 Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 5.02 or 5.03 hereof to any Outstanding Securities of or within a series:

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to any Outstanding Securities of or within a series:

(1) the Issuer must irrevocably deposit or cause to be deposited with the Trustee, in trust, for the benefit of the Holders of such Securities, cash in Dollars or in such Foreign Currency in which such Securities are then specified as payable on the Stated Maturity date or on the Redemption Date, Government Securities (determined on the basis of the Currency in which such Securities are then specified as payable at Stated Maturity or on the Redemption Date), or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, as confirmed by a letter from a nationally recognized firm of independent public accountants (which shall not be subject to the

requirements of Section 1.10), to pay (x) the principal of, premium, if any, and interest due on, and, to the extent that such Securities provide for the payment of Additional Amounts thereon and the amount of any such Additional Amounts which are or will be payable with respect to the Securities of such series is at the time of deposit reasonably determinable by the Issuer (in the exercise by the Issuer of its sole and absolute discretion), any Additional Amounts with respect to, such Outstanding Securities at Stated Maturity or on the Redemption Date, as the case may be, and the Issuer must specify whether such Securities are being defeased to maturity or to a particular Redemption Date and (y) any mandatory sinking fund payments or analogous payments applicable to such Outstanding Securities on the day on which such payments are due and payable in accordance with the terms of this Indenture and of such Securities;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions,

(a) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling,  
or

(b) since the issuance of the Securities, there has been a change in the applicable U.S. Federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, subject to customary assumptions and exclusions, the Holders of such Outstanding Securities will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders of the Securities will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any other material agreement or instrument (other than this Indenture) to which, the Issuer, the Parent Guarantor or any Guarantor is a party or by which the Issuer, the Parent Guarantor or any Guarantor is bound;

(6) the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee to the effect that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally under any applicable U.S. Federal or state law, and that the Trustee has a perfected security interest in such trust funds for the ratable benefit of the Holders;

(7) the Issuer shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer, the Parent Guarantor or any Guarantor or others; and

(8) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel and reasonably acceptable to the Trustee (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Section 5.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 5.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 5.05, the "Trustee") pursuant to Section 5.04 hereof in respect of Outstanding Securities shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer or a Guarantor acting as Paying Agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal, premium and Additional Amounts, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 5.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of such Outstanding Securities.

Anything in this Article 5 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or Government Securities held by it as provided in Section 5.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 5.04(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 5.06 Reinstatement.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 5.02 or 5.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's, the Parent Guarantor's and the applicable Guarantors' respective obligations under this Indenture and the Securities of such series and the Parent Guarantee and the Guarantees of such Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 5.02 or 5.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 5.02 or 5.03 hereof, as the case may be; provided that, if the Issuer makes any payment of principal of, premium and Additional Amounts, if any, or interest on any Security following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 6

REMEDIES

Section 6.01 Events of Default.

An "Event of Default" wherever used herein with respect to Securities of any series, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless such event is specifically deleted or

modified in or pursuant to the supplemental indenture, Board Resolution or Officers' Certificate pursuant to a Board Resolution establishing the terms of such series pursuant to this Indenture:

- (1) default in payment when due and payable, upon redemption, acceleration or otherwise, of payments of principal of, or premium or Additional Amounts, if any, on any Security of such series;
- (2) default for 30 days or more in the payment when due of interest on or with respect to any Security of such series;
- (3) default in the deposit of any sinking fund payment when and as due with respect to any Security of such series;
- (4) failure by the Issuer of the Securities of such series for 60 days after receipt of written notice given by the Trustee or the Holders of at least 30% in principal amount of the then Outstanding Securities of such series to comply with any of its agreements (other than a default referred to in clauses (1), (2) and (3) above) in this Indenture or the Securities of such series;
- (5) the Issuer of the Securities of such series, pursuant to or within the meaning of any Bankruptcy Law:
  - (i) commences proceedings to be adjudicated bankrupt or insolvent;
  - (ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy Law;
  - (iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;
  - (iv) makes a general assignment for the benefit of its creditors; or
  - (v) generally is not paying its debts as they become due;
- (6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
  - (i) is for relief against the Issuer of the Securities of such series in a proceeding in which the Issuer is to be adjudicated bankrupt or insolvent;
  - (ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer of the Securities of such series, or for all or substantially all of the property of the Issuer of the Securities of such series; or
  - (iii) orders the liquidation of the Issuer of the Securities of such series;

and the order or decree remains unstayed and in effect for 60 consecutive days;

- (7) the Guarantee of any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary (or the responsible officers of any group of Subsidiaries that together would constitute a Significant Subsidiary), as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee in accordance with this Indenture; or

(8) any other Event of Default provided in or pursuant to this Indenture with respect to Securities of such series.

Section 6.02 Acceleration.

If any Event of Default (other than an Event of Default specified in clause (5) or (6) of Section 6.01 hereof) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 30% in principal amount of the then total Outstanding Securities of such series may declare the principal, premium and Additional Amounts, if any, interest and any other monetary obligations on all the then Outstanding Securities of such series to be due and payable immediately. Upon the effectiveness of such declaration, such principal of, premium and Additional Amounts, if any, and interest on such Securities shall be due and payable immediately. The Trustee may withhold from Holders notice of any continuing Default, except a Default relating to the payment of principal of, premium and Additional Amounts, if any, and interest on the Securities of such series if it determines that withholding notice is in their best interest. The Trustee shall have no obligation to accelerate the Securities of such series if in the best judgment of the Trustee acceleration is not in the best interests of the Holders of such Securities.

Notwithstanding the foregoing, in the case of an Event of Default arising under clause (5) or (6) of Section 6.01 hereof, all Outstanding Securities shall be due and payable immediately without further action or notice.

The Holders of a majority in aggregate principal amount of the then Outstanding Securities of such series by written notice to the Trustee may, on behalf of all of the Holders of such Securities, rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest, Additional Amounts, if any, or premium, if any, that has become due solely because of the acceleration) have been cured or waived and all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and other amounts due the Trustee under Section 7.06 have been paid.

Section 6.03 Other Remedies.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee of Securities of such series may pursue any available remedy to collect the payment of principal, premium and Additional Amounts, if any, and interest on the Securities of such series or to enforce the performance of any provision of such Securities or this Indenture.

Section 6.04 Trustee May Enforce Claims without Possession of Securities.

The Trustee may maintain a proceeding even if it does not possess any of the Securities of such series or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Security in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.05 Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then Outstanding Securities of any series by notice to the Trustee of Securities of such series may on behalf of the Holders of all of the Securities of such series waive any existing Default and its consequences hereunder, except (x) a continuing Default in the payment of the principal of, premium, if any, Additional Amounts, if any, or interest on, any Security held by

a non-consenting Holder or (y) a default in respect of a covenant or provision hereof which under Article 10 cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected; provided, subject to Section 6.02 hereof, that the Holders of a majority in aggregate principal amount of the then Outstanding Securities of such series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.06 Control by Majority.

Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Security of such series or that would involve the Trustee in personal liability.

Section 6.07 Limitation on Suits.

Subject to Section 6.08 hereof, no Holder of any Security of any series may pursue any remedy with respect to this Indenture or the Securities unless:

- (1) such Holder has previously given the Trustee for the Securities of such series notice that an Event of Default is continuing with respect to the Securities of that series;
- (2) Holders of at least 30% in principal amount of the total Outstanding Securities of such series have requested the Trustee to pursue the remedy;
- (3) Holders of the Securities have offered such Trustee security or indemnity reasonably satisfactory to such Trustee against any loss, liability or expense incurred in compliance with such request;
- (4) such Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) Holders of a majority in principal amount of the total Outstanding Securities of such series have not given the Trustee a direction inconsistent with such request within such 60-day period.

A Holder of a Security may not use this Indenture to prejudice the rights of another Holder of a Security or to obtain a preference or priority over another Holder of a Security.

Section 6.08 Rights of Holders of Securities to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of principal, premium, if any, and Additional Amounts, if any, and interest on the Security, on or after the respective due dates expressed in the Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.09 Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(1), (2) or (3) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and Additional Amounts, if any, and interest remaining unpaid

on the Securities of such series and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.10 Restoration of Rights and Remedies.

If the Trustee or any Holder of a Security has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuer, the Trustee and such Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and such Holders shall continue as though no such proceeding has been instituted.

Section 6.11 Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in Section 3.06 hereof, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.12 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Security to exercise any right or remedy accruing upon any Event of Default shall, to the extent permitted by applicable law, impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to any Holder of any Security may, to the extent permitted by applicable law, be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by such Holder, as the case may be.

Section 6.13 Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Securities of such series allowed in any judicial proceedings relative to the Issuer (or any other obligor upon such Securities including any Guarantor), its creditors or its property and shall be entitled and empowered to participate as a member in any official committee of creditors appointed in such matter and to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee of the Securities of such series, and in the event that the Trustee shall consent to the making of such payments directly to the Holders of such Securities, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.06 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.06 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on

behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

#### Section 6.14 Priorities.

If the Trustee collects any money for any series of Securities pursuant to this Article 6 or, after an Event of Default with respect to any series of Securities, any money or other property distributable in respect of the Issuer's obligations under this Indenture, it shall pay out the money in the following order:

(i) to such Trustee (including any predecessor trustee), its agents and attorneys for amounts due under Section 7.06 hereof, the Security Registrar, Transfer Agent and Paying Agent, including payment of all compensation, expenses and liabilities incurred, and all advances made, by such Trustee and the costs and expenses of collection;

(ii) to Holders of such Securities for amounts due and unpaid on such Securities for principal, premium, if any, Additional Amounts, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal, premium, if any, Additional Amounts, if any, and interest, respectively; and

(iii) to the Issuer or to such party as a court of competent jurisdiction shall direct including any Guarantor, if applicable.

The Trustee may fix a record date and payment date for any payment to Holders of Amounts pursuant to this Section 6.14.

#### Section 6.15 Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.15 does not apply to a suit by the Trustee, a suit by a Holder of a Security, or a suit by Holders of more than 10% in principal amount of the then Outstanding Securities of any series.

## ARTICLE 7

### TRUSTEE

#### Section 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing with respect to the Securities of any series, the Trustee for the Securities of such series shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default with respect to the Securities of any series:

(i) the duties of the Trustee for the Securities of such series shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set



forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee for the Securities of such series may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.06 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to this Section 7.01.

(e) The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request of any Holder of Securities of any series pursuant to this Indenture for which it is acting as Trustee unless such Holder shall have offered to the Trustee security and indemnity reasonably satisfactory to the Trustee against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

#### Section 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(f) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(g) The Trustee shall not be deemed to have notice or be charged with knowledge of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default or Event of Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture.

(h) In no event shall the Trustee be responsible or liable for punitive, special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(j) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(k) The Trustee may request that the Issuer deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

(l) Notwithstanding any other provision of this Indenture, the Trustee shall be entitled to make a deduction or withholding from any payment which it makes under this Indenture for or on account of any present or future taxes, duties or charges if and to the extent so required by any applicable law and any current or future regulations or agreements thereunder or official interpretations thereof or any law implementing an intergovernmental approach thereto or by virtue of the relevant holder failing to satisfy any certification or other requirements in respect of the Securities, in which event the Trustee shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted and shall have no obligation to gross up any payment hereunder or pay any additional amount as a result of such withholding tax (other than forwarding any Additional Amounts that it has received from the Issuer, the Parent Guarantor or any Guarantor).

The Issuer hereby covenants with the Trustee that it will use commercially reasonable efforts to provide the Trustee with reasonably available information collected and stored in the Issuer's ordinary course of business regarding Holders of the applicable series of Securities (solely in their capacity as such) and that is necessary for the Trustee to determine whether or not the Trustee is obliged, in respect of any payments to be made by it pursuant to this Indenture, to make any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

### Section 7.03 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest, as defined in Section 310(b) of the Trust Indenture Act, it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Authenticating Agent, any Paying Agent, any Security Registrar or any other Person that may be an agent of the Trustee, the Issuer or any Guarantor, in its individual or any other capacity, may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

### Section 7.04 Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Securities, it shall not be accountable for the Issuer's use of the proceeds from the Securities or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Securities or any other document in connection with the sale of the Securities or pursuant to this Indenture other than its certificate of authentication. The Trustee shall not be responsible to make any calculation with respect to any matter under this Indenture. The Trustee shall have no duty to monitor or investigate the Issuer's compliance with or the breach of, or cause to be performed or observed, any representation, warranty, covenant or agreement of any Person, other than the Trustee, made in this Indenture.

### Section 7.05 Notice of Defaults.

If a Default with respect to the Securities of any particular series occurs and is continuing and if it is known to the Trustee for the Securities of such series, such Trustee shall mail to Holders of the Securities of such series a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium or Additional Amounts, if any, or interest on any Security of such series or in the payment of any sinking fund installment with respect to the Securities of such series, such Trustee may withhold from the Holders of the Securities of such series notice of any continuing Default if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of such Holders. The Trustee shall not be deemed to know of any Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is such a Default is received by the Trustee at the Corporate Trust Office of the Trustee.

### Section 7.06 Compensation and Indemnity.

The Issuer and the Guarantors, jointly and severally, shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuer and the Guarantors, jointly and severally, shall indemnify the Trustee for, and hold the Trustee harmless against, any and all loss, damage, claims, liability or expense (including attorneys' fees and including taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) incurred by it in connection with the acceptance or administration of this trust and the performance of its duties hereunder (including the costs and expenses of enforcing this Indenture against the Issuer or any of the Guarantors (including this Section 7.06) or defending itself against any claim whether asserted by any Holder, the Issuer or any Guarantor,

or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

The obligations of the Issuer under this Section 7.06 shall survive the satisfaction and discharge of this Indenture, the resignation or removal of the Trustee and the termination for any reason of this Indenture.

To secure the payment obligations of the Issuer and the Guarantors in this Section 7.06, the Trustee shall have a Lien prior to the Securities of any series on all money or property held or collected by the Trustee, except that held in trust to pay principal of, or premium or Additional Amounts, if any, or interest with respect to particular Securities. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(5) or (6) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of Trust Indenture Act Section 313(b)(2) to the extent applicable.

"Trustee" for purposes of this Section shall include any predecessor Trustee; provided, however, that the negligence, willful misconduct or bad faith of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

#### Section 7.07 Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.07. The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer. The Holders of a majority in principal amount of the then Outstanding Securities of any series may remove the Trustee for the Securities of such series by so notifying such Trustee and the Issuer in writing. The Issuer may remove the Trustee if:

- (a) the Trustee fails to comply with Section 7.10 hereof;
- (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee with respect to the Securities of one or more Securities resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series). Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then Outstanding Securities of any series may appoint a successor Trustee for the Securities of such series to replace the successor Trustee for the Securities of such series appointed by the Issuer.

If a successor Trustee for the Securities of any series does not take office within 60 days after the retiring Trustee for the Securities of such series resigns or is removed, such retiring Trustee (at the Issuer's expense), the Issuer or the Holders of at least 10% in principal amount of the then Outstanding Securities of such series may petition any court of competent jurisdiction for the appointment of a successor Trustee for the Securities of such series.

If the Trustee for the Securities of any series, after written request by any Holder of the Securities of such series who has been a Holder of the Securities of such series for at least six months, fails to comply with Section 7.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee.

As used in this Section 7.07, "Trustee" shall also include each of the Security Registrar, Paying Agent and Transfer Agent, as applicable.

#### Section 7.08 Acceptance of Appointment by Successor.

(a) Upon the appointment hereunder of any successor Trustee with respect to all Securities, such successor Trustee so appointed shall execute, acknowledge and deliver to the Issuer, the Parent Guarantor, the Guarantors and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties hereunder of the retiring Trustee; but, on the request of the Issuer, the Parent Guarantor, any Guarantor or such successor Trustee, such retiring Trustee, upon payment of its charges, shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and, subject to Section 11.02, shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its claim, if any, provided for in Section 7.06.

(b) Upon the appointment hereunder of any successor Trustee with respect to the Securities of one or more (but not all) series, the Issuer, the Parent Guarantor, the Guarantors, the retiring Trustee and such successor Trustee shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, such successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustee's co-trustees of the same trust, that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee and that no Trustee shall be responsible for any notice given to, or received by, or any act or failure to act on the part of any other Trustee hereunder, and, upon the execution and delivery of such supplemental indenture, the resignation or removal of the retiring Trustee shall become effective to the extent provided therein, such retiring Trustee shall have no further responsibility for the exercise of rights and powers or for the performance of the duties and obligations vested in the Trustee under this Indenture with respect to the Securities of that or those series to which the appointment of such successor Trustee relates other than as hereinafter expressly set forth, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Issuer, the Parent Guarantor, any Guarantor or such successor Trustee, such retiring Trustee, upon payment of its charges with respect to the Securities of that or those series to which the appointment of such successor relates and subject to Section 11.02 shall duly assign, transfer and deliver to such successor Trustee, to the extent contemplated

by such supplemental indenture, the property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, subject to its claim, if any, provided for in Section 7.06.

(c) Upon request of any Person appointed hereunder as a successor Trustee, the Issuer, the Parent Guarantor and the Guarantors shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in paragraph (1) or (2) of this Section, as the case may be.

(d) No Person shall accept its appointment hereunder as a successor Trustee unless at the time of such acceptance such successor Person shall be qualified and eligible under this Article.

#### Section 7.09 Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

#### Section 7.10 Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of Trust Indenture Act Sections 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act Section 310(b).

#### Section 7.11 Preferential Collection of Claims Against Issuer.

The Trustee is subject to Trust Indenture Act Section 311(a), excluding any creditor relationship listed in Trust Indenture Act Section 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act Section 311(a) to the extent indicated therein.

#### Section 7.12 Appointment of Authenticating Agent.

The Trustee may appoint an Authenticating Agent acceptable to the Issuer to authenticate one or more series of Securities. An Authenticating Agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An Authenticating Agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuer.

If an appointment with respect to one or more series of Securities is made pursuant to this Section 7.12, the Securities of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

The Bank of New York Mellon,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

•,  
as Authenticating Agent

By: \_\_\_\_\_  
Authorized Signatory

## ARTICLE 8

### HOLDER LISTS AND REPORTS BY TRUSTEE, ISSUER AND GUARANTORS

#### Section 8.01 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders of the Securities for which it acts as Trustee and shall otherwise comply with Trust Indenture Act Section 312(a). If the Trustee of the Securities of any series is not the Security Registrar, the Issuer shall furnish to such Trustee at least two Business Days before each Interest Payment Date and at such other times as such Trustee may request in writing, a list in such form and as of such date as such Trustee may reasonably require of the names and addresses of the Holders of the Securities of such series and the Issuer shall otherwise comply with Trust Indenture Act Section 312(a).

#### Section 8.02 Communication by Holders of Securities with Other Holders of Securities.

Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Securities. The Issuer, the Trustee, the Security Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

#### Section 8.03 Reports by Trustee to Holders of the Securities.

Within 60 days after each May 15 following the date of this Indenture, and for so long as the Securities remain outstanding, the Trustee for the Securities of each series shall mail to the Holders of the Securities of such series a brief report dated as of such reporting date that complies with Trust Indenture Act Section 313(a) (but if no event described in Trust Indenture Act Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with Trust Indenture Act Section 313(b)(2). The Trustee shall also transmit by mail all reports as required by Trust Indenture Act Section 313(c).

A copy of each report at the time of its mailing to the Holders of the Securities shall be mailed to the Issuer and filed with the SEC and each stock exchange on which the Securities are listed in accordance with Trust Indenture Act Section 313(d). The Issuer shall promptly notify the Trustee when the Securities are listed on any stock exchange and of any subsequent delisting thereof.

Section 8.04 Reports by Issuer.

(a) In accordance with Section 314(a) of the Trust Indenture Act, the Issuer and each Guarantor shall:

(1) file with the Trustee for the Securities of such series, for distribution to a Holder of Securities of such series upon such Holder's request, within 15 days after the Parent Guarantor is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Parent Guarantor may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Parent Guarantor is not required to file information, documents or reports pursuant to either of said Sections, then it shall file with the Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) file with the Trustee for the Securities of such series, for distribution to a Holder of Securities of such series upon such Holder's request, and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by the Parent Guarantor with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(3) transmit after the filing thereof with the Trustee for the Securities of such series, for distribution to a Holder of Securities of such series upon such Holder's request, in the manner and to the extent provided in Section 313(c) of the Trust Indenture Act, such summaries of any information, documents and reports required to be filed by the Parent Guarantor pursuant to paragraphs (1) and (2) of this Section as may be required by rules and regulations prescribed from time to time by the Commission.

(b) Notwithstanding anything herein to the contrary, the Issuer and each Guarantor will not be deemed to have failed to comply with any of its agreements hereunder for purposes of clause (4) under Section 6.01 until 120 days after the date any report hereunder is required to be filed with the Commission pursuant to this Section 8.04.

(c) To the extent any information is not provided within the time periods specified in this Section 8.04 and such information is subsequently provided, the Issuer and each Guarantor will be deemed to have satisfied its delivery obligations with respect to its delay in delivery at such time and any Default with respect thereto shall be deemed to have been cured.

(d) Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on an Officers' Certificates).



ARTICLE 9

SUCCESSORS

Section 9.01 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Issuer of any series of Securities shall not consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer and its Subsidiaries on a consolidated basis, in one or more related transactions, to any Person unless:

(1) the Issuer is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States of America, any state thereof, the District of Columbia or any territory thereof or, solely with respect to any Issuer that is organized or existing under the laws of any member state of the European Union or the United Kingdom, any other member state of the European Union or the United Kingdom (the Issuer or such Person, as the case may be, being herein called the “Successor Company”);

(2) the Successor Company, if other than the Issuer, expressly assumes all the obligations of the Issuer under this Indenture and the Securities of such series pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee for the Securities of such series;

(3) immediately after such transaction, no Default with respect to such series of Securities exists;

(4) each Guarantor unless it is the other party to the transactions described above, in which case Section 9.01(b)(1) hereof shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person’s obligations under this Indenture and the Securities; and

(5) the Issuer shall have delivered to the Trustee for the Securities of such series an Officers’ Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture.

If pursuant to Section 3.01, the Securities of such series and/or the Parent Guarantee and Guarantees of such Securities are secured by Collateral, immediately after giving pro forma effect to the transaction described above, (1) the Collateral owned by the successor Person will continue to constitute Collateral under the applicable indenture and related security documents and (2) to the extent any assets of the Person which is merged or consolidated with or into the successor Person are assets of the type which would constitute Collateral under the related security documents, the Successor Company will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the security documents in the manner and to the extent required by the Indenture.

The Successor Company shall succeed to, and be substituted for, the Issuer of such series of Securities under this Indenture. Notwithstanding clauses (3) and (4) of Section 9.01(a) hereof the Issuer may merge with an Affiliate of the Issuer incorporated solely for the purpose of reincorporating the Issuer in another State of the United States of America or the District of Columbia or any territory thereof or, solely with respect to any Issuer that is organized or existing under the laws of any member state of the European Union or the United Kingdom, any other member state of the European Union or the United Kingdom so long as the amount of Indebtedness of the Issuer and its consolidated Subsidiaries is not increased thereby.

(b) Each Guarantor, if any, of any series of Securities shall not, and the Issuer of the Securities of such series shall not permit any such Guarantor to, consolidate or merge with or into or wind up into (whether or not such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless:

(1) such Guarantor is the surviving entity or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the United States of America, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the “Successor Person”);

(2) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under this Indenture and such Guarantor’s Guarantee, pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee for the Securities of such series;

(3) immediately after such transaction, no Default with respect to such series of Securities exists; and

(4) the Issuer shall have delivered to the Trustee for the Securities of such series an Officers’ Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture.

Subject to certain limitations described in this Indenture, the Successor Person shall succeed to, and be substituted for, such Guarantor under this Indenture and such Guarantor’s Guarantee.

(c) Notwithstanding the foregoing, any Issuer, the Parent Guarantor or any Guarantor may merge into or transfer all or part of its properties and assets to any Issuer, the Parent Guarantor or another Guarantor.

#### Section 9.02 Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 9.01 hereof, the successor corporation formed by such consolidation or into or with which the Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Issuer shall refer instead to the successor corporation and not to the Issuer), and may exercise every right and power of the Issuer under this Indenture with the same effect as if such successor Person had been named as the Issuer herein; provided that the predecessor Issuer shall not be relieved from the obligation to pay the principal of and interest and premium and Additional Amounts, if any, on the Securities except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer’s assets that meets the requirements of Section 9.01 hereof.

## ARTICLE 10

### SUPPLEMENTAL INDENTURES

#### Section 10.01 Supplemental Indentures without Consent of Holders.

Without the consent of any Holders of Securities, the Issuer (when authorized by or pursuant to a Board Resolution), the Parent Guarantor (when authorized by its Board of Directors), the Guarantors (each when authorized by the Board of Directors of such Guarantor) and the Trustee for the Securities of any or all series, at any

time and from time to time, may enter into one or more indentures supplemental hereto, in form reasonably satisfactory to the Trustee, for any of the following purposes:

- (1) to evidence the succession of another Person to the Issuer or a Guarantor, and the assumption by any such successor of the covenants of the Issuer or such Guarantor, as the case may be, contained herein and in the Securities, the Parent Guarantee or the Guarantees of the Parent Guarantor or such Guarantor, as the case may be; or
- (2) to add to the covenants of the Issuer or any Guarantor for the benefit of the Holders of all or any series of Securities (as shall be specified in such supplemental indenture or indentures) or to surrender any right or power herein conferred upon the Issuer or any Guarantor with respect to all or any series of Securities issued under this Indenture (as shall be specified in such supplemental indenture or indentures); or
- (3) to add any additional Events of Default with respect to all or any series of Securities (as shall be specified in such supplemental indenture); or
- (4) to add an additional Issuer under this Indenture, to establish the form or terms of Securities of any series as permitted by Section 3.01 and/or to establish the form or terms of the Parent Guarantee and/or any Guarantee; or
- (5) to change or eliminate any of the provisions of this Indenture; provided that any such change or elimination shall become effective only when there are no Outstanding Securities of any series created prior to the execution of such supplemental indenture that is entitled to the benefit of such provision and as to which such supplemental indenture would apply; or
- (6) to secure or, if applicable, to provide additional security for all or any Securities or guarantees issued under this Indenture and all or any guarantees, if any, of all or any such Securities and to provide for any and all matters relating thereto, and to provide for the release of any collateral as security for all or any Securities or all or any guarantees, if any, of all or any Securities in accordance with the terms of this Indenture; or
- (7) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance, covenant defeasance and/or satisfaction and discharge of any series of Securities pursuant to Article 4; provided that any such action shall not adversely affect the interests of any Holder of a Security of such series or any other Security in any material respect; or
- (8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 7.07; or
- (9) to cure any ambiguity, omission, defect or inconsistency or to correct or supplement any provision herein which may be defective or which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture; or
- (10) to change any place or places where the principal of, premium and Additional Amounts, if any, and interest, if any, on the Securities shall be payable, the Securities may be surrendered for registration or transfer, the Securities may be surrendered for exchange, and notices and demands upon the Issuer may be served; or
- (11) to comply with requirements of the Commission in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act; or

(12) to comply with the rules of any applicable securities depository; or

(13) to conform this Indenture or any supplemental indenture to the description of the Securities, the Parent Guarantee and/or the Guarantees set forth in any prospectus, offering memorandum or supplement to such prospectus or offering memorandum related to such series of Securities to the extent that such description was intended to be a verbatim recitation of a provision of the indenture, the Securities, the Parent Guarantee and/or the Guarantees; or

(14) to make any amendment to the provisions of this Indenture relating to the transfer and legending of the Securities as permitted by this Indenture, including, without limitation to facilitate the issuance and administration of the Securities; provided, however, that (i) compliance with this Indenture as so amended would not result in Securities being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Securities; or

(15) create and issue additional Securities pursuant to Section 3.01; or

(16) to add additional Guarantees or additional Guarantors in respect of all or any Securities under this Indenture, and to evidence the release and discharge of the Parent Guarantor or any Guarantor from its obligations under the Parent Guarantee or its Guarantee, as applicable, of any or all Securities and its obligations under this Indenture in respect of any or all Securities in accordance with the terms of this Indenture.

#### Section 10.02 Supplemental Indentures with Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by such supplemental indenture (voting as one class), by act of said Holders delivered to the Issuer and the Trustee, the Issuer (when authorized by or pursuant to a Board Resolution), the Parent Guarantor (when authorized by its Board of Directors), the Guarantors (each when authorized by the Board of Directors of such Guarantor) and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of the Securities of such series or the Parent Guarantee or the Guarantees, as applicable, of such Securities or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; provided that no such supplemental indenture, without the consent of the Holder of each Outstanding Security affected thereby, shall

(1) change the Stated Maturity of the principal of, or installment of interest, if any, on, Securities of any series, or reduce the principal amount thereof or the interest thereon or any premium payable upon redemption thereof; or

(2) change the Currency in which the principal of (and premium and Additional Amounts, if any) or interest on such Securities are denominated or payable; or

(3) adversely affect the right of repayment or repurchase, if any, at the option of the Holder after such obligation arises, or reduce the amount of, or postpone the date fixed for, any payment under any sinking fund or impair the right to institute suit for the enforcement of any payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date); or

(4) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture; or

(5) modify any of the provisions of this Section, Section 6.05 or Section 11.06; or

(6) impair the right of any Holder to receive payment of principal of, or interest on such Holder's Securities on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Securities; or

(7) except as expressly permitted by this Indenture, modify the Guarantees of any Significant Subsidiary in any manner adverse to the Holders of the Securities; or

(8) A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which shall have been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

Anything in this Indenture to the contrary notwithstanding, if more than one series of Securities is Outstanding, the Issuer, the Parent Guarantor and the Guarantors shall be entitled to enter into a supplemental indenture under this Section 10.02 with respect to any one or more series of Outstanding Securities without entering into a supplemental indenture with respect to any other series of Outstanding Securities.

It shall not be necessary for any act of Holders of Securities under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

#### Section 10.03 Execution of Supplemental Indentures.

As a condition to executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trust created by this Indenture, the Trustee shall be entitled to receive, and (subject to Sections 315(a) through 315(d) of the Trust Indenture Act) shall be fully protected in relying upon, an Officers' Certificate and an Opinion of Counsel to the effect that the execution of such supplemental indenture is authorized or permitted by this Indenture and that such supplemental indenture has been duly authorized, executed and delivered by, and is a valid, binding and enforceable obligation of, the Issuer, the Parent Guarantor and the Guarantors, subject to customary exceptions. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

#### Section 10.04 Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of a Security theretofore or thereafter authenticated and delivered hereunder shall be bound thereby; provided that any supplemental indenture with respect to one or more series of Securities shall modify the provisions of this Indenture only with respect to such series of Securities and shall only bind the Holders of such Securities. To the extent that the provisions of any supplemental indenture conflict with any provision of this Indenture, the provisions of such supplemental indenture shall govern and be controlling, solely with respect to the Securities of the series to which such supplemental indenture relates (and the Parent Guarantee and Guarantees with respect to the Securities of such series).

#### Section 10.05 Reference in Securities to Supplemental Indentures.

Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Issuer shall so determine, new Securities of any series so modified as to conform, in the opinion of the Trustee and the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

Section 10.06 Compliance with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act as then in effect.

ARTICLE 11

COVENANTS

Section 11.01 Payment of Securities.

The Issuer shall pay or cause to be paid the principal of, premium, if any, Additional Amounts, if any, and interest on the Securities on the dates and in the manner provided in such Securities. Principal, premium, if any, Additional Amounts, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary, holds as of noon Eastern Time on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, if any, Additional Amounts, if any, and interest then due.

The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to the then applicable interest rate on the Securities to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 11.02 Money for Securities Payments to Be Held in Trust.

If the Issuer shall at any time act as its own Paying Agent with respect to any series of Securities, it shall, on or before each due date of the principal of, any premium or interest on, or any Additional Amounts with respect to any of the Securities of such series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum in the Currency or Currencies in which the Securities of such series are payable sufficient to pay the principal, any premium, interest and Additional Amounts, as the case may be, so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and shall promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for any series of Securities, it shall, on or prior to each due date of the principal of, any premium or interest on or any Additional Amounts with respect to, any Securities of such series, deposit with any Paying Agent a sum (in the Currency or Currencies described in the preceding paragraph) sufficient to pay the principal, premium, interest and Additional Amounts, as the case may be, so becoming due, such sum to be held in trust for the benefit of the Persons entitled thereto, and (unless such Paying Agent is the Trustee) the Issuer will promptly notify the Trustee of its action or failure so to act.

The Issuer shall cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent shall:

- (1) hold all sums held by it for the payment of the principal of, any premium or interest on or any Additional Amounts with respect to Securities of such series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as provided in or pursuant to this Indenture;
- (2) give the Trustee notice of any default by the Issuer (or any other obligor upon the Securities of such series) in the making of any payment of principal, any premium or interest on or any Additional Amounts with respect to the Securities of such series; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent, such sums to be held by the Trustee upon the same terms as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Except as otherwise provided herein or pursuant hereto, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, any premium or interest on or any Additional Amounts with respect to any Security of any series and remaining unclaimed for two years after such principal or such premium or interest or Additional Amounts shall have become due and payable shall be paid to the Issuer on Issuer Request (or if deposited by a Guarantor, paid to such Guarantor on Guarantor Request) or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Issuer or such Guarantor, as the case may be, for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

#### Section 11.03 Maintenance of Office or Agency.

The Issuer shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Security Registrar or co-registrar) where any series of Securities may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Securities of such series and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee for the Securities of such series of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuer may also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

With respect to any Global Security, and except as may otherwise be specified for such Global Security as contemplated by Section 3.01, the Corporate Trust Office of the Trustee shall be the Place of Payment where such Global Security may be presented or surrendered for payment or for registration of transfer or exchange, or where successor Securities may be delivered in exchange therefor; and such Place of Payment with respect to a Global Security in New York, New York shall be at an office of the Trustee located at 500 Ross Street, Pittsburgh, PA 15262, Attention: Corporate Trust Administration; provided, however, that any such payment, presentation, surrender or delivery effect pursuant to the Applicable Procedures of the Depositary for such Global Security shall be deemed to have been effected at the Place of Payment for such Global Security in accordance with the provisions of this Indenture.

#### Section 11.04 Compliance Certificate.

The Issuer and each Guarantor (to the extent that such Guarantor is so required under the Trust Indenture Act) shall deliver to the Trustee, within 90 days after the end of each fiscal year, a certificate from the principal executive officer, principal financial officer or principal accounting officer stating that a review of the

activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions, covenants and conditions of this Indenture (or, if a Default shall have occurred, describing all such Defaults of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto).

Section 11.05 Additional Amounts.

If any Securities of a series provide for the payment of Additional Amounts by the Issuer, the Issuer agrees to pay to the Holder of any such Security Additional Amounts as provided in or pursuant to this Indenture or such Securities; and, if the Parent Guarantee and/or Guarantee of the Securities of a series provides for the payment of Additional Amounts by the Parent Guarantor and/or any Guarantor of the Securities of such series, the Parent Guarantor and/or each such Guarantor agrees, severally and not jointly, to pay to the Holder of any such Security Additional Amounts as provided in or pursuant to this Indenture or the Parent Guarantee or its Guarantee, as applicable, of such Security. Whenever in this Indenture there is mentioned, in any context, the payment of the principal of or any premium or interest on, or in respect of, any Security of any series, the Parent Guarantee or Guarantee, such mention shall be deemed to include mention of the payment of Additional Amounts provided by the terms of such series established hereby or pursuant hereto to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to such terms, and express mention of the payment of Additional Amounts (if applicable) in any provision hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

Section 11.06 Waiver of Certain Covenants.

The Issuer or the Company, as applicable, may omit in any particular instance to comply with any term, provision or condition set forth in Sections 9.01, 9.02, 11.02 or 11.03 with respect to the Securities of any series and, if expressly provided pursuant to Section 3.01 with respect to the Securities of such series, any additional covenants applicable to the Securities of such series if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of such series, by Act of such Holders, either shall waive such compliance in such instance or generally shall have waived compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

ARTICLE 12

REDEMPTION

Section 12.01 Applicability of Article.

Redemption of Securities of any series at the option of the Issuer as permitted or required by the terms of such Securities shall be made in accordance with the terms of such Securities and (except as otherwise provided herein or pursuant hereto) this Article.

Section 12.02 Election to Redeem; Notices to Trustee.

The election of the Issuer to redeem any Securities shall be evidenced by or pursuant to a Board Resolution or an Officers' Certificate or in another manner specified as contemplated by Section 3.01 for such



Securities. In case of any redemption at the election of the Issuer of less than all of the Securities of any series, the Issuer shall, at least two Business Days prior to the date of redemption ("Redemption Date") fixed by the Issuer (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed.

#### Section 12.03 Selection of Securities to Be Redeemed.

If less than all of the Securities of any series are to be redeemed (unless all of the Securities of such series and of a special tenor are to be redeemed or unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not prior to the delivery of the notice specified in Section 12.04 by the Trustee *pro rata*, by lot or by such other method as the Trustee shall deem fair and appropriate (provided that, in the case of Global Securities, the Depository may select beneficial interests in Global Securities for redemption pursuant to its Applicable Procedures).

The Trustee shall promptly notify the Issuer and the Security Registrar (if other than itself) in writing of the Securities selected for redemption and, in the case of any Security selected for partial redemption or purchase, the principal amount thereof to be redeemed; provided, however, that no such partial redemption shall reduce the portion of the principal amount of a Security of such series not redeemed to less than the minimum denomination for a Security of such series established herein or pursuant hereto. Except as provided in the preceding sentence, provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption.

#### Section 12.04 Notice of Redemption.

Notices of redemption shall be delivered electronically or mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the Redemption Date, unless a shorter period is specified in the Securities to be redeemed, to each Holder of any Securities designated for redemption as a whole or in part at such Holder's registered address.

The notice shall identify the Securities to be redeemed and shall state:

(a) the Redemption Date;

(b) the redemption price;

(c) if any Security is to be redeemed in part only, the portion of the principal amount of that Security that is to be redeemed and that, after the Redemption Date upon surrender of such Security, a new Security or Securities in principal amount equal to the unredeemed portion of the original Security representing the same indebtedness to the extent not redeemed will be issued in the name of the Holder of the Securities upon cancellation of the original Security;

(d) the name and address of the Paying Agent;

(e) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Issuer defaults in making such redemption payment, interest on Securities called for redemption ceases to accrue on and after the Redemption Date;

(g) the paragraph or subparagraph of the Securities and/or Section of this Indenture pursuant to which the Securities called for redemption are being redeemed;

(h) that no representation is made as to the correctness or accuracy of the CUSIP and/or ISIN number, if any, listed in such notice or printed on the Securities; and

(i) any condition to such redemption.

Any redemption may, in the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, an offering or other corporate transaction or event.

A notice of redemption published as contemplated by Section 1.08 need not identify particular Securities to be redeemed.

#### Section 12.05 Deposit of Redemption Price.

On or prior to the Redemption Date, the Issuer shall deposit, with respect to the Securities of any series called for redemption pursuant to Section 12.04, with the Trustee or with the Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 11.02) an amount of money in the applicable Currency or, if the redemption price shall be payable in cash, securities and/or other property, an amount of money in the applicable Currency, securities and/or other property, as the case may be, sufficient to pay the redemption price of and (unless otherwise specified pursuant to Section 3.01 with respect to the Securities of such series) any accrued and unpaid interest on all Securities or portions thereof to be redeemed on that date.

#### Section 12.06 Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, unless such redemption is conditioned on the happening of a future event, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Issuer at the Redemption Price, together, if applicable, with accrued interest to the Redemption Date; provided, however, that, unless otherwise specified as contemplated by Section 3.01, installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant record dates according to their terms and the provisions of Section 3.07; provided, further that, unless otherwise specified as contemplated by Section 3.01, if the Redemption Date is after a Regular Record Date and on or prior to the Interest Payment Date, the accrued and unpaid interest shall be payable to the Holder of the redeemed Securities registered on the relevant Regular Record Date.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal and any premium, until paid, shall bear interest from the Redemption Date at the rate prescribed therefor in the Security or, if no rate is prescribed therefor in the Security, at the rate of interest, if any, borne by such Security.

#### Section 12.07 Securities Redeemed in Part.

Any Security which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Issuer shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities of the same series and of like tenor, of any authorized denomination as requested by such Holder, in principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

ARTICLE 13

SINKING FUNDS

Section 13.01 Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of a series, except as otherwise permitted or required in or pursuant to this Indenture or any Security of such series issued pursuant to this Indenture.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a “mandatory sinking fund payment”, and any payment in excess of such minimum amount provided for by the terms of Securities of such series is herein referred to as an “optional sinking fund payment”. If provided for by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 13.02. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series and this Indenture.

Section 13.02 Satisfaction of Sinking Fund Payments with Securities.

The Issuer (1) may deliver Outstanding Securities of a series (other than any previously called for redemption) and (2) may apply as a credit Securities of a series which have been redeemed either at the election of the Issuer pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to any Securities of such series required to be made pursuant to the terms of such Securities as and to the extent provided for by the terms of such Securities; provided that the Securities to be so credited have not been previously so credited. The Securities to be so credited shall be received and credited for such purpose by the Trustee at the Redemption Price, as specified in the Securities so to be redeemed, for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

ARTICLE 14

REPAYMENT AT THE OPTION OF HOLDERS

Section 14.01 Applicability of Article.

Securities of any series which are repayable at the option of the Holders thereof before their Stated Maturity shall be repaid in accordance with the terms of the Securities of such series. The repayment of any principal amount of Securities pursuant to such option of the Holder to require repayment of Securities before their Stated Maturity, for purposes of Section 3.09, shall not operate as a payment, redemption or satisfaction of the indebtedness represented by such Securities unless and until the Issuer, at its option, shall deliver or surrender the same to the Trustee with a directive that such Securities be cancelled. Notwithstanding anything to the contrary contained in this Section 14.01, in connection with any repayment of Securities, the Issuer may arrange for the purchase of any Securities by an agreement with one or more investment bankers or other purchasers to purchase such Securities by paying to the Holders of such Securities on or before the applicable repayment date an amount not less than the repayment price payable by the Issuer on repayment of such Securities, and the obligation of the Issuer to pay the repayment price of such Securities shall be satisfied and discharged to the extent such payment is so paid by such purchasers.

Unless otherwise expressly stated in this Indenture or pursuant to Section 3.01 with respect to the Securities of any series or unless the context otherwise requires, all references in this Indenture to the repayment of Securities at the option of the Holders thereof (and all references of like import) shall be deemed to include a reference to the repurchase or redemption of Securities at the option of the Holders thereof.

ARTICLE 15

SECURITIES IN FOREIGN CURRENCIES

Section 15.01 Applicability of Article.

Whenever this Indenture provides for (i) any action by, or the determination of any of the rights of, Holders of Securities of any series in which not all of such Securities are denominated in the same Currency or (ii) any distribution to Holders of Securities of any series in which not all of such Securities are denominated in the same Currency, in the absence of any provision to the contrary in or pursuant to this Indenture or the Securities of such series, any amount in respect of any Security denominated in a Currency other than Dollars shall be treated for any such action, determination or distribution as that amount of Dollars that could be obtained for such amount on such reasonable basis of exchange and as of the record date with respect to Securities of such series (if any) for such action, determination or distribution (or, if there shall be no applicable record date, such other date reasonably proximate to the date of such distribution) as the Issuer may specify in a written notice to the Trustee.

ARTICLE 16

GUARANTEES

Section 16.01 Guarantee.

The Securities of each series shall be guaranteed by the Parent Guarantor and such Guarantors (including, for the avoidance of doubt, in respect of a series of Securities issued by any Person other than the Company, the Company) and on such terms and subject to such conditions, as shall be established pursuant to this Indenture and Section 3.01 with respect to the Securities of any such series.

Anything in this Indenture, the Securities, the Parent Guarantee or any Guarantee to the contrary notwithstanding, the obligations of the Parent Guarantor under the Parent Guarantee and each Guarantor under its Guarantees and this Indenture shall be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of the Parent Guarantor or such Guarantor, as applicable, result in the obligations of the Parent Guarantor under its Parent Guarantee and such Guarantor under its Guarantee and this Indenture not constituting a fraudulent advance or fraudulent transfer under any Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal, state or other law affecting the rights of creditors generally.

Neither the Parent Guarantee nor any Guarantee shall be valid and obligatory for any purpose with respect to any Security until the certificate of authentication on such Security shall have been signed by or on behalf of the Trustee.

ARTICLE 17

SECURITY

Section 17.01 Security.

If so provided pursuant to Section 3.01 with respect to the Securities of any series, the Securities of such series and/or the Parent Guarantee and the Guarantees of such Securities may be secured by such property, assets or other collateral as may be specified in or pursuant to Section 3.01. Any and all terms and provisions applicable to the security for the Securities of such series and/or the Parent Guarantee and such Guarantees shall also be provided in or pursuant to Section 3.01, which may include, without limitation, provisions for the execution and delivery of such security agreements, pledge agreements, collateral agreements and other similar or related agreements as the Issuer, the Parent Guarantor or any Guarantor may elect and which may provide for the Trustee to act as collateral agent or in a similar or other capacity. The Trustee shall comply with Sections 313(a)(5) and (6) and 313(b)(1) of the Trust Indenture Act and the Issuer and, if applicable, the Parent Guarantor and/or any Guarantor

that has pledged collateral to secure the Parent Guarantee and/or its Guarantee, as applicable, shall comply with Sections 314(b), 314(c) and 314(d) of the Trust Indenture Act, in each case in respect of any secured Securities, Parent Guarantee and/or Guarantees that may be Outstanding hereunder from time to time.

[Signatures on following page]

ARAMARK SERVICES, INC.

By: \_\_\_\_\_

Name:  
Title:

ARAMARK

By: \_\_\_\_\_

Name:  
Title:

•,  
as a Guarantor

By: \_\_\_\_\_

Name:  
Title:

THE BANK OF NEW YORK MELLON,  
as Trustee

By: \_\_\_\_\_

Name:

Title:

## Simpson Thacher &amp; Bartlett LLP

425 LEXINGTON AVENUE  
NEW YORK, NY 10017-3954  
TELEPHONE: +1-212-455-2000  
FACSIMILE: +1-212-455-2502

August 11, 2017

Aramark  
Aramark Tower  
1101 Market Street  
Philadelphia, PA 19107

Ladies and Gentlemen:

We have acted as counsel to Aramark, a Delaware corporation (the “Company”), and the subsidiaries of the Company listed on Schedule I hereto (the “Schedule I Subsidiaries”) and Schedule II hereto (the “Schedule II Subsidiaries”) and, collectively with the Schedule I Subsidiaries, the “Subsidiary Entities”) in connection with the Registration Statement on Form S-3 (the “Registration Statement”) filed by the Company and the Subsidiary Entities with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to (i) shares of common stock of the Company, par value \$0.01 per share (the “Common Stock”); (ii) shares of preferred stock of the Company, par value \$0.01 per share (the “Preferred Stock”); (iii) debt securities (the “Debt Securities”) of the Company and/or one or more of the Subsidiary Entities (in such capacity, a “Debt Securities Issuer”); (iv) guarantees of the Company and/or one or more of the Subsidiary Entities (collectively in such capacity, the “Guarantors”) to be issued in connection with the Debt Securities (the “Guarantees”); (v) warrants to purchase Common Stock, Preferred Stock, Debt Securities and/or Guarantees (the “Securities Warrants”); (vi) contracts for the purchase and sale of Common Stock (the “Purchase Contracts”); (vii) units (the “Units”) consisting of one or more of the Securities (as defined below) and (viii) Common Stock, Preferred Stock, Debt Securities and Guarantees that may be issued upon exercise of Securities Warrants. The Common Stock, the Preferred Stock, the Debt Securities, the Guarantees, the Securities Warrants, the Purchase Contracts and the Units are



hereinafter referred to collectively as the “Securities.” The Securities may be issued and sold or delivered from time to time as set forth in the Registration Statement, any amendment thereto, the prospectus contained therein (the “Prospectus”) and supplements to the Prospectus pursuant to Rule 415 under the Securities Act for an indeterminate aggregate initial offering price.

The Debt Securities and the Guarantees thereof, if any, will be issued under supplemental indentures (the “Supplemental Indentures”) among one or more Debt Securities Issuers, one or more Guarantors, as applicable, and such trustee as shall be named therein (the “Trustee”), to indentures among such Debt Securities Issuers, one or more Guarantors, as applicable, and the Trustee (the “Base Indentures” and, as amended and supplemented by the Supplemental Indentures, the “Indentures”).

The Purchase Contracts will be issued pursuant to one or more purchase contract agreements (each, a “Purchase Contract Agreement”), between the Company and such purchase contract agent as shall be named therein (the “Purchase Contract Agent”).

The Securities Warrants will be issued under one or more warrant agreements (each, a “Warrant Agreement”), among the Company, the applicable Subsidiary Entity or Entities, in the case of Securities Warrants relating to Debt Securities and/or Guarantees, and such warrant agent as shall be named therein (the “Warrant Agent”).

The Units will be issued pursuant to one or more unit agreements (each, a “Unit Agreement”), among the Company, the applicable Subsidiary Entity or Entities, in the case of Units relating to Debt Securities and/or Guarantees, and such unit agent as shall be named therein (the “Unit Agent”).

We have examined the Registration Statement and the form of the Base Indenture to be entered into by Aramark Services, Inc., a wholly owned subsidiary of the Company, the Company, the other Guarantors to be named therein and The Bank of New York Mellon, as trustee, which has been filed with the Commission as an exhibit to the Registration Statement. We also have examined the originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter

set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Company and the Subsidiary Entities.

In rendering the opinions set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and the authenticity of the originals of such latter documents. We also have assumed that (1) at the time of execution, authentication, issuance and delivery of the Debt Securities and any applicable Guarantees, the applicable Indenture will be the valid and legally binding obligation of the applicable Trustee; (2) at the time of execution, issuance and delivery of the Purchase Contracts, the related Purchase Contract Agreement will be the valid and legally binding obligation of the Purchase Contract Agent; (3) at the time of execution, countersignature, issuance and delivery of the Securities Warrants, the related Warrant Agreement will be the valid and legally binding obligation of the Warrant Agent; and (4) at the time of execution, countersignature, issuance and delivery of the Units, the related Unit Agreement will be the valid and legally binding obligation of the Unit Agent.

We have assumed further that, at the time of execution, authentication, issuance and delivery of the applicable Indenture (including any supplemental indenture thereto), Debt Securities and Guarantees, as applicable, (1) such Indenture, Debt Securities and Guarantees will have been duly authorized, executed and delivered by the applicable Debt Securities Issuer and applicable Guarantors in accordance with the law of the respective jurisdictions in which each of them is organized; (2) execution, delivery, issuance and performance, as applicable, by each of the Schedule II Subsidiaries of such Indenture, Debt Securities and Guarantees, as applicable, will not violate the organizational documents of such Schedule II Subsidiary; (3) execution, delivery, issuance and performance, as applicable, by the applicable Debt Securities Issuer and applicable Guarantors of such Indenture, Debt Securities and Guarantees, as applicable, will not violate the law of the respective jurisdictions in which each of them is organized or any other applicable laws (except that no such exception is made with respect to the law of the State of New York, the Delaware General

Corporation Law, the Delaware Limited Liability Company Act, the Delaware Revised Uniform Limited Partnership Act, and the federal law of the United States); and (4) execution, delivery and performance, as applicable, by any Schedule II Subsidiary that is not organized in the United States of such Indenture, Debt Securities and Guarantees, as applicable, will not constitute a breach or violation of any agreement or instrument which is binding upon such Schedule II Subsidiary.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that:

1. With respect to the Common Stock, assuming (a) the taking by the Board of Directors of the Company or a duly constituted and acting committee of such Board of Directors (such Board of Directors or committee being referred to herein as the "Company Board") of all necessary corporate action to authorize and approve the issuance of the Common Stock, the terms of the offering thereof and related matters and (b) due issuance and delivery of the Common Stock, upon payment therefor in accordance with the applicable definitive purchase, underwriting or similar agreement approved by the Company Board, the Common Stock will be validly issued, fully paid and nonassessable.

2. With respect to the Preferred Stock, assuming (a) the taking by the Company Board of all necessary corporate action to authorize and approve the issuance and terms of the Preferred Stock, the terms of the offering thereof and related matters, (b) due filing of the applicable certificate of designations in accordance with the Company's Amended and Restated Certificate of Incorporation and the Delaware General Corporation Law and (c) due issuance and delivery of the Preferred Stock, upon payment therefor in accordance with the applicable definitive purchase, underwriting or similar agreement approved by the Company Board, the Preferred Stock will be validly issued, fully paid and nonassessable.

3. With respect to any Debt Securities, assuming (a) the taking by the Board of Directors or equivalent governing body of the applicable Debt Securities Issuer or a duly constituted and acting committee of such Board of Directors or equivalent governing body or duly authorized officers of such Debt Securities Issuer (such Board of Directors or equivalent governing body, committee or authorized officers being referred to herein as the "Debt Authorizing Party") of all necessary corporate action to authorize and approve the execution and delivery of the applicable Indenture, the issuance and terms of such Debt Securities, the terms of the offering thereof and related matters, (b) the due execution and delivery of the applicable Indenture by the applicable Debt Securities Issuer and any Guarantors parties thereto and (c) the due execution, authentication, issuance and delivery of such Debt Securities in accordance with the applicable Indenture, upon payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Debt Authorizing Party and otherwise in accordance with the provisions of the applicable Indenture and such agreement, such Debt Securities issued by such Debt Securities Issuer will constitute valid and legally binding obligations of such Debt Securities Issuer enforceable against such Debt Securities Issuer in accordance with their terms.

4. With respect to the Guarantees, assuming (a) the taking by the Board of Directors or equivalent governing body of each Guarantor or a duly constituted and acting committee of such Board of Directors or equivalent governing body or duly authorized officers of each Guarantor (such

Board of Directors or equivalent governing body, committee or authorized officers being referred to herein as the “Guarantor Authorizing Party”) of all necessary corporate action to approve the execution and delivery of the applicable Indenture, the issuance and terms of the Guarantees and related matters, (b) the due execution and delivery of the applicable Indenture by each of the Guarantors parties thereto and the applicable Debt Securities Issuer, (c) the due execution, authentication, issuance and delivery of the Debt Securities underlying such Guarantees, upon payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the applicable Guarantor Authorizing Party and otherwise in accordance with the provisions of the applicable Indenture and such agreement and (d) the due issuance of such Guarantees, such Guarantees will constitute valid and legally binding obligations of the Guarantors issuing such Guarantees enforceable against such Guarantors in accordance with their terms.

5. With respect to the Purchase Contracts, assuming (a) the taking by the Company Board of all necessary corporate action to authorize and approve (1) the issuance and terms of the Purchase Contracts, the terms of the offering thereof, the execution and delivery of the related Purchase Contract Agreement and related matters, and (2) the issuance and terms of the other Securities that are the subject of the Purchase Contracts and related matters, (b) the due execution and delivery by the Company of the applicable Purchase Contract Agreement and (c) the due execution, issuance and delivery by the Company of the Purchase Contracts, upon payment of the consideration for such Purchase Contracts provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Company Board and otherwise in accordance with the provisions of the applicable Purchase Contract and such agreement, the Purchase Contracts will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms.

6. With respect to the Securities Warrants, assuming (a) the taking by the Company Board and, in the case of Securities Warrants relating to Debt Securities and/or Guarantees, any applicable Debt Authorizing Party and/or Guarantor Authorizing Party, of all necessary corporate action to authorize and approve (1) the issuance and terms of the Securities Warrants, the terms of the offering thereof, the execution and delivery of the applicable Warrant Agreement and related matters, and (2) the issuance and terms of the other Securities that are the subject of the Securities Warrants and related matters, (b) the due execution and delivery by the Company and, in the case of Securities Warrants relating to Debt Securities and/or Guarantees, any applicable Subsidiary Entities of the applicable Warrant Agreement and (c) the due execution, countersignature, issuance and delivery of such Securities Warrants, upon payment thereof in accordance with the applicable definitive purchase, underwriting or similar agreement approved by the Company Board and, in the case of Securities Warrants relating to Debt Securities and/or Guarantees, any applicable Debt Authorizing Party and/or Guarantor Authorizing Party, and otherwise in accordance with the provisions of the applicable Warrant Agreement and such agreement, such Securities Warrants will constitute valid and legally binding obligations of the Company and any such applicable Subsidiary Entity enforceable against the Company and any such applicable Subsidiary Entity in accordance with their terms.

7. With respect to the Units, assuming (a) the taking by the Company Board and, in the case of Units relating to Debt Securities and/or Guarantees, any applicable Debt Authorizing Party and/or Guarantor Authorizing Party, of all necessary corporate action to authorize and approve (1) the issuance and terms of the Units, the terms of the offering thereof and related matters, (2) the issuance and terms of the other Securities that are the subject of the Units and related matters, (3) if applicable, the execution and delivery of the Purchase Contract Agreement with respect to the Purchase Contracts that are a component of the Units, (4) if applicable, the issuance and terms of the

Debt Securities that are a component of the Units, (5) if applicable, the issuance of the Common Stock that is a component of the Units, (6) if applicable, the issuance and terms of the Preferred Stock that is a component of the Units and (7) if applicable, the execution and delivery of the Warrant Agreement with respect to the Securities Warrants that are a component of the Units, (b) the due execution and delivery by the Company and, in the case of Units relating to Debt Securities and/or Guarantees, any applicable Subsidiary Entity of the applicable Unit Agreement, (c) if applicable, the due execution and delivery by the Company of the Purchase Contract Agreement, (d) if applicable, the due execution and delivery by the Company and any applicable Subsidiary Entity of the applicable Indenture (including any supplemental indenture or officer's certificate thereto constituting the applicable series of Debt Securities), (e) if applicable, the due execution and delivery by the Company and any applicable Subsidiary Entity of the applicable Warrant Agreement, (f) if applicable, due filing of the Certificate of Amendment or Certificate of Designations with respect to such Common Stock or Preferred Stock, respectively, and (g) the due execution and authentication, in the case of Debt Securities, and issuance and delivery of (1) the Units, (2) such Purchase Contracts and (3) such Debt Securities, Guarantees, Common Stock, Preferred Stock and Securities Warrants, as applicable, in each case upon the payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Company Board and, in the case of Units relating to Debt Securities and/or Guarantees, any applicable Debt Authorizing Party and/or Guarantor Authorizing Party, and in accordance with the provisions of the applicable Purchase Contract Agreement, in the case of such Purchase Contracts, the applicable Indenture, in the case of such Debt Securities, and the Warrant Agreement, in the case of such Securities Warrants, such Units will constitute valid and legally binding obligations of the Company and any such applicable Subsidiary Entity or Entities, enforceable against the Company and any such applicable Subsidiary Entity or Entities in accordance with their terms.

Our opinions set forth in paragraphs 3 through 7 above are subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing and (iv) to the effects of the possible judicial application of foreign laws or foreign governmental or judicial action affecting creditors' rights.

We do not express any opinion herein concerning any law other than the law of the State of New York, the federal law of the United States, the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ SIMPSON THACHER & BARTLETT LLP

SIMPSON THACHER & BARTLETT LLP

## Schedule I

### Subsidiary Entities Incorporated or Formed in the State of Delaware

<u>Subsidiary</u>	<u>State of Incorporation or Formation</u>
1st & Fresh, LLC	Delaware
Aramark Asia Management, LLC	Delaware
Aramark Aviation Services Limited Partnership	Delaware
Aramark Business & Industry, LLC	Delaware
Aramark Business Center, LLC	Delaware
Aramark Business Facilities, LLC	Delaware
Aramark Campus, LLC	Delaware
Aramark Cleanroom Services (Puerto Rico), Inc.	Delaware
Aramark Cleanroom Services, LLC	Delaware
Aramark Confection, LLC	Delaware
Aramark Construction and Energy Services, LLC	Delaware
Aramark Construction Services, Inc.	Delaware
Aramark Correctional Services, LLC	Delaware
Aramark Educational Group, LLC	Delaware
Aramark Educational Services, LLC	Delaware
Aramark Entertainment, LLC	Delaware
Aramark Facility Services, LLC	Delaware
Aramark FHC Business Services, LLC	Delaware
Aramark FHC Campus Services, LLC	Delaware
Aramark FHC Correctional Services, LLC	Delaware
Aramark FHC Healthcare Support Services, LLC	Delaware
Aramark FHC Refreshment Services, LLC	Delaware
Aramark FHC School Support Services, LLC	Delaware
Aramark FHC Services, LLC	Delaware
Aramark FHC Sports and Entertainment Services, LLC	Delaware
Aramark FHC, LLC	Delaware
Aramark Food and Support Services Group, Inc.	Delaware
Aramark Food Service, LLC	Delaware
Aramark FSM, LLC	Delaware
Aramark Global, Inc.	Delaware
Aramark Healthcare Support Services, LLC	Delaware
Aramark Healthcare Support Services of the Virgin Islands, Inc.	Delaware
Aramark Healthcare Technologies, LLC	Delaware
Aramark Industrial Services, LLC	Delaware
Aramark Japan, LLC	Delaware
Aramark Management, LLC	Delaware
Aramark Management Services Limited Partnership	Delaware
Aramark Organizational Services, LLC	Delaware
Aramark Processing, LLC	Delaware
Aramark Rail Services, LLC	Delaware
Aramark RBI, Inc.	Delaware
Aramark Refreshment Group, Inc.	Delaware

Aramark Refreshment Services, LLC	Delaware
Aramark Refreshment Services of Tampa, LLC	Delaware
Aramark Schools, LLC	Delaware
Aramark Schools Facilities, LLC	Delaware
Aramark SCM, Inc.	Delaware
Aramark Senior Living Services, LLC	Delaware
Aramark Senior Notes Company, LLC	Delaware
Aramark Services, Inc.	Delaware
Aramark Services of Puerto Rico, Inc.	Delaware
Aramark SM Management Services, Inc.	Delaware
Aramark SMMS LLC	Delaware
Aramark SMMS Real Estate LLC	Delaware
Aramark Sports and Entertainment Group, LLC	Delaware
Aramark Sports and Entertainment Services, LLC	Delaware
Aramark Sports Facilities, LLC	Delaware
Aramark Sports, LLC	Delaware
Aramark Togwotee, LLC	Delaware
Aramark Trademark Services, Inc.	Delaware
Aramark U.S. Offshore Services, LLC	Delaware
Aramark Uniform & Career Apparel Group, Inc.	Delaware
Aramark Uniform & Career Apparel, LLC	Delaware
Aramark Uniform Manufacturing Company	Delaware
Aramark Uniform Services (Matchpoint) LLC	Delaware
Aramark Uniform Services (Rochester) LLC	Delaware
Aramark Uniform Services (Syracuse) LLC	Delaware
Aramark Uniform Services (Texas) LLC	Delaware
Aramark Uniform Services (West Adams) LLC	Delaware
Aramark Venue Services, Inc.	Delaware
Aramark WTC, LLC	Delaware
Aramark/HMS, LLC	Delaware
Canyonlands Rafting Hospitality, LLC	Delaware
D.G. Maren II, Inc.	Delaware
Delsac VIII, Inc.	Delaware
Filterfresh Coffee Service, LLC	Delaware
Filterfresh Franchise Group, LLC	Delaware
Fine Host Holdings, LLC	Delaware
Harrison Conference Associates, LLC	Delaware
Harry M. Stevens, LLC	Delaware
HPSI Purchasing Services LLC	Delaware
Institutional Processing Services LLC	Delaware
Landy Textile Rental Services, LLC	Delaware
Lifeworks Restaurant Group, LLC	Delaware
New Aramark LLC	Delaware
Yosemite Hospitality, LLC	Delaware



## Schedule II

### Subsidiary Entities Incorporated or Formed in Jurisdictions other than the State of Delaware

<u>Subsidiary</u>	<u>State or Country of Incorporation or Formation</u>
American Snack & Beverage, LLC	Florida
Aramark American Food Services, LLC	Ohio
Aramark Business Dining Services of Texas, LLC	Texas
Aramark Capital Asset Services, LLC	Wisconsin
Aramark Consumer Discount Company	Pennsylvania
Aramark Distribution Services, Inc.	Illinois
Aramark Educational Services of Texas, LLC	Texas
Aramark Educational Services of Vermont, Inc.	Vermont
Aramark FHC Kansas, Inc.	Kansas
Aramark Food Service of Texas, LLC	Texas
Aramark International Finance S.à r.l.	Luxembourg
Aramark Services of Kansas, Inc.	Kansas
Aramark Sports and Entertainment Services of Texas, LLC	Texas
Aramark Technical Services North Carolina, Inc.	North Carolina
Brand Coffee Service, Inc.	Texas
Harrison Conference Services of North Carolina, LLC	North Carolina
Harry M. Stevens Inc. of New Jersey.	New Jersey
Harry M. Stevens Inc. of Penn	Pennsylvania
L&N Uniform Supply, LLC	California
Lake Tahoe Cruises, LLC	California
MyAssistant, Inc.	Pennsylvania
Old Time Coffee Co.	California
Overall Laundry Services, Inc.	Washington
Paradise Hornblower, LLC	California
Restaura, Inc.	Michigan
Travel Systems, LLC	Nevada



STEPHEN R. REYNOLDS  
EXECUTIVE VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

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August 11, 2017

Aramark  
Aramark Tower  
1101 Market Street  
Philadelphia, PA 19107

Ladies and Gentlemen:

I am the Executive Vice President, General Counsel and Secretary of Aramark, a Delaware corporation (the "Company"). The Company has filed a Registration Statement on Form S-3 (the "Registration Statement") together with the subsidiary entities listed therein (the "Subsidiary Entities") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, relating to (i) shares of common stock of the Company, par value \$0.01 per share (the "Common Stock"); (ii) shares of preferred stock of the Company, par value \$0.01 per share (the "Preferred Stock"); (iii) debt securities (the "Debt Securities") of the Company and/or one or more of the Subsidiary Entities (in such capacity, a "Debt Securities Issuer"); (iv) guarantees of the Company and/or one or more of the Subsidiary Entities (collectively in such capacity, the "Guarantors") to be issued in connection with the Debt Securities (the "Guarantees"); (v) warrants to purchase Common Stock, Preferred Stock, Debt Securities and/or Guarantees (the "Securities Warrants"); (vi) contracts for the purchase and sale of Common Stock (the "Purchase Contracts"); (vii) units (the "Units") consisting of one or more of the Securities (as defined below) and (viii) Common Stock, Preferred Stock, Debt Securities and Guarantees that may be issued upon exercise of Securities Warrants. The Common Stock, the Preferred Stock, the Debt Securities, the Guarantees, the Securities Warrants, the Purchase Contracts, and the Units, are hereinafter referred to collectively as the "Securities." The Securities may be issued and sold or delivered from time to time as set forth in the Registration Statement, any amendment thereto, the prospectus contained therein (the "Prospectus") and supplements to the Prospectus pursuant to Rule 415 under the Securities Act for an indeterminate aggregate initial offering price.

The Debt Securities and the Guarantees thereof, if any, will be issued under supplemental indentures (the "Supplemental Indentures") among one or more Debt Securities Issuers, one or more Guarantors, as applicable, and such trustee as shall be named therein (the "Trustee"), to indentures among such Debt Securities Issuers, one or more Guarantors, as applicable, and the Trustee (the "Base Indentures" and, as amended and supplemented by the Supplemental Indentures, the "Indentures").

I have examined the Registration Statement and the form of the Base Indenture to be entered into by Aramark Services, Inc., a wholly owned subsidiary of the Company, the Company, the other Guarantors to be named therein and The Bank of New York Mellon, as trustee, which has been filed with the Commission as an exhibit to the Registration Statement.

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Philadelphia, PA 19107      Email: [Reynolds-Steve@Aramark.com](mailto:Reynolds-Steve@Aramark.com)  
Phone: 215-238-6846

1101 Market Street

In rendering the opinions set forth below, I have relied upon my examination or the examination by members of our legal staff or outside counsel (in the ordinary course of business) of the original or copies, certified or otherwise identified to our satisfaction, of the charter, bylaws or other governing documents of the subsidiaries named in Schedule I hereto (the “Schedule I Subsidiaries”), resolutions and written consents of their respective boards of directors, general partners, sole member, managers and managing members, as the case may be, statements from officers of the Schedule I Subsidiaries and such other documents and records relating to the Schedule I Subsidiaries as we have deemed appropriate. I, or a member of my staff, have also examined the originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments of all the registrants and have made such other investigations as I have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion letter, I have relied upon certificates or comparable documents or statements of public officials and of officers and representatives of the Company and the Schedule I Subsidiaries.

In rendering the opinions set forth below, I have also assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents. I also have assumed that at the time of execution, authentication, issuance and delivery of the Debt Securities and any applicable Guarantees, the applicable Indenture will be the valid and legally binding obligation of the applicable Trustee.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, I am of the opinion that:

1. With respect to any Debt Securities, assuming (a) the taking by the Board of Directors or equivalent governing body of the applicable Schedule I Subsidiary or a duly constituted and acting committee of such Board of Directors or equivalent governing body or duly authorized officers of such Schedule I Subsidiary (such Board of Directors or equivalent governing body, committee or authorized officers being referred to herein as the “Debt Authorizing Party”) of all necessary corporate action to authorize and approve execution and delivery of the applicable Indenture, the issuance and terms of such Debt Securities, the terms of the offering thereof and related matters, (b) the due execution and delivery of the applicable Indenture by the applicable Schedule I Subsidiary and (c) the due execution, authentication, issuance and delivery of such Debt Securities in accordance with the applicable Indenture, upon payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Debt Authorizing Party and otherwise in accordance with the provisions of the applicable Indenture and such agreement, such Debt Securities issued by the applicable Schedule I Subsidiary will constitute valid and legally binding obligations of such Schedule I Subsidiary enforceable against such Schedule I Subsidiary in accordance with their terms.

2. With respect to the Guarantees, assuming (a) the taking by the applicable Debt Authorizing Party of all necessary corporate action to approve the execution and delivery of the applicable Indenture, the issuance and terms of the Guarantees and related matters, (b) the due execution and delivery of the applicable Indenture by the applicable Schedule I Subsidiary, (c) the due execution, authentication, issuance and delivery of the Debt Securities underlying such Guarantees, upon payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the applicable Debt Authorizing Party and

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otherwise in accordance with the provisions of the applicable Indenture and such agreement and (d) the due issuance of such Guarantees, such Guarantees will constitute valid and legally binding obligations of the applicable Schedule I Subsidiaries issuing such Guarantees enforceable against such Schedule I Subsidiary in accordance with their terms.

The opinions set forth above are subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing and (iv) to the effects of the possible judicial application of foreign laws or foreign governmental or judicial action affecting creditors' rights.

This opinion letter is given as of the date hereof and I assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to my attention or any change in laws that may hereafter occur.

I hereby consent to the filing of this opinion letter as Exhibit 5.2 to the Registration Statement and to the use of my name under the caption "Legal Matters" in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ Stephen R. Reynolds

Stephen R. Reynolds

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**Schedule I**

**Subsidiary Entities Incorporated or Formed in Jurisdictions other than the State of Delaware**

<b>Subsidiary</b>	<b>State of Incorporation or Formation</b>
American Snack & Beverage, LLC	Florida
Aramark American Food Services, LLC	Ohio
Aramark Business Dining Services of Texas, LLC	Texas
Aramark Capital Asset Services, LLC	Wisconsin
Aramark Consumer Discount Company	Pennsylvania
Aramark Distribution Services, Inc.	Illinois
Aramark Educational Services of Texas, LLC	Texas
Aramark Educational Services of Vermont, Inc.	Vermont
Aramark FHC Kansas, Inc.	Kansas
Aramark Food Service of Texas, LLC	Texas
Aramark International Finance S.à r.l.	Luxembourg
Aramark Services of Kansas, Inc.	Kansas
Aramark Sports and Entertainment Services of Texas, LLC	Texas
Aramark Technical Services North Carolina, Inc.	North Carolina
Brand Coffee Service, Inc.	Texas
Harrison Conference Services of North Carolina, LLC	North Carolina
Harry M. Stevens Inc. of New Jersey.	New Jersey
Harry M. Stevens Inc. of Penn	Pennsylvania
L&N Uniform Supply, LLC	California
Lake Tahoe Cruises, LLC	California
MyAssistant, Inc.	Pennsylvania
Old Time Coffee Co.	California
Overall Laundry Services, Inc.	Washington
Paradise Hornblower, LLC	California
Restaura, Inc.	Michigan
Travel Systems, LLC	Nevada

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**ARAMARK AND SUBSIDIARIES**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES<sup>(A)</sup>**  
**(Unaudited)**  
**(In thousands)**

	<b>Nine Months Ended June 30, 2017</b>	
Income Before Income Taxes	\$	365,363
Fixed charges, excluding capitalized interest		272,978
Undistributed earnings of less than 50% owned affiliates		(14,096)
Earnings, as adjusted	\$	624,245
Interest expense	\$	228,459
Portion of operating lease rentals representative of interest factor		43,899
Fixed charges	\$	272,358
Ratio of earnings to fixed charges		2.3 x

- (A) For the purpose of determining the ratio of earnings to fixed charges, earnings available for fixed charges include pretax income plus fixed charges (excluding capitalized interest). Fixed charges consist of interest on all indebtedness (including capitalized interest) plus that portion of operating lease rentals representative of the interest factor (deemed to be one-third of operating lease rentals).

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Aramark:

We consent to the use of our report dated November 23, 2016 with respect to the consolidated balance sheets of Aramark and subsidiaries as of September 30, 2016 and October 2, 2015, and the related consolidated statements of income, comprehensive income, cash flows and stockholders' equity for each of the fiscal years ended September 30, 2016, October 2, 2015 and October 3, 2014, and the related financial statement schedule, and the effectiveness of internal control over financial reporting as of September 30, 2016, incorporated by reference herein, and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Philadelphia, Pennsylvania  
August 8, 2017

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST  
INDENTURE ACT OF 1939 OF A CORPORATION  
DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A  
TRUSTEE PURSUANT TO SECTION 305(b)(2) \_\_\_\_

**THE BANK OF NEW YORK MELLON**  
(Exact name of trustee as specified in its charter)

**New York**  
(Jurisdiction of incorporation  
if not a U.S. national bank)  
**225 Liberty Street**  
**New York, New York**  
(Address of principal executive offices)

**13-5160382**  
(I.R.S. Employer  
Identification No.)  
**10286**  
(Zip code)

**Legal Department**  
**The Bank of New York Mellon**  
**225 Liberty Street**  
**New York, NY 10286**  
**(212) 635-1270**  
(Name, address and telephone number of agent for service)

**ARAMARK**  
**ARAMARK SERVICES, INC.**  
(Exact name of obligor as specified in its charter)

**Delaware**  
**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**20-8236097**  
**95-2051630**  
(I.R.S. Employer  
Identification No.)

**Aramark Tower**  
**1101 Market Street**  
**Philadelphia, Pennsylvania**  
(Address of principal executive offices)

**19107**  
(Zip code)

**Debt Securities**  
(Title of the indenture securities)



## Item 1. General Information.

Furnish the following information as to the Trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Superintendent of the Department of Financial Services of the State of New York	One State Street, New York, N.Y. 10004-1417 and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, N.W., Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

- (b) Whether it is authorized to exercise corporate trust powers.

Yes.

## Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

## Item 16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. - A copy of the Organization Certificate of The Bank of New York Mellon (formerly The Bank of New York (formerly Irving Trust Company)) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed as Exhibit 25.1 to Current Report on Form 8-K of Nevada Power Company, Date of Report (Date of Earliest Event Reported) July 25, 2008 (File No. 000-52378).)
4. - A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 with Registration Statement No. 333-155238.)
6. - The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152856.)
7. - A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

**SIGNATURE**

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 11<sup>th</sup> day of August, 2017.

**THE BANK OF NEW YORK MELLON**

By: /s/ Laurence J. O'Brien  
Name: Laurence J. O'Brien  
Title: Vice President

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Consolidated Report of Condition of  
THE BANK OF NEW YORK MELLON  
of 225 Liberty Street, New York, N.Y. 10286  
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business June 30, 2017, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar Amounts In Thousands
<b>ASSETS</b>	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	\$4,189,000
Interest-bearing balances	85,914,000
Securities:	
Held-to-maturity securities	40,424,000
Available-for-sale securities	74,557,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	13,632,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, held for investment	32,260,000
LESS: Allowance for loan and lease losses	137,000
Loans and leases, held for investment, net of allowance	32,123,000
Trading assets	3,022,000
Premises and fixed assets (including capitalized leases)	1,391,000
Other real estate owned	4,000
Investments in unconsolidated subsidiaries and associated companies	570,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,308,000
Other intangible assets	876,000
Other assets	17,866,000
<b>Total assets</b>	<b>280,876,000</b>

**LIABILITIES**

Deposits:		
In domestic offices	\$	126,191,000
Noninterest-bearing		80,114,000
Interest-bearing		46,077,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs		112,793,000
Noninterest-bearing		9,023,000
Interest-bearing		103,770,000
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices		693,000
Securities sold under agreements to repurchase		2,388,000
Trading liabilities		3,136,000
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)		2,784,000
Not applicable		
Not applicable		
Subordinated notes and debentures		515,000
Other liabilities		6,552,000
Total liabilities		<u>255,052,000</u>

**EQUITY CAPITAL**

Perpetual preferred stock and related surplus		—
Common stock		1,135,000
Surplus (exclude all surplus related to preferred stock)		10,643,000
Retained earnings		15,327,000
Accumulated other comprehensive income		(1,631,000)
Other equity capital components		—
Total bank equity capital		25,474,000
Noncontrolling (minority) interests in consolidated subsidiaries		350,000
Total equity capital		<u>25,824,000</u>
Total liabilities and equity capital		<u>280,876,000</u>

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,  
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell  
Catherine A. Rein  
Joseph J. Echevarria

Directors