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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 6, 2019

Aramark

(Exact name of registrant as specified in its charter)

Delaware	**001-36223**	**20-8236097**
(State or other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

2400 Market Street **Philadelphia, Pennsylvania** **(Address of Principal Executive Offices)**	**19103** **(Zip Code)**

(Registrant's Telephone Number, Including Area Code): (215) 238-3000

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on which Registered
Common Stock, par value $0.01 per share	**ARMK**	**New York Stock Exchange**

Item 1.01. Entry into a Material Definitive Agreement.

On October 6, 2019, Aramark (the "*Company*") entered into a Stewardship Framework Agreement (the "*Agreement*") with MR BridgeStone Advisor LLC *("Mantle Ridge*"), on behalf of itself and its affiliated funds (such funds, together with Mantle Ridge, collectively, the "*Mantle Ridge Group*"), which has a combined beneficial ownership interest in approximately 9.8% of the Company's outstanding shares of common stock, par value $0.01 per share (the "*Common Stock*"). The following is a summary of the material terms of the Agreement. The summary does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Pursuant to the Agreement, (i) Mr. John J. Zillmer was appointed as Chief Executive Officer of the Company, (ii) the Company agreed to dissolve the Office of the Chairman of the Company and (iii) the Company agreed to terminate the services of any search firm retained to identify a new Chief Executive Officer of the Company, in each case effective as of the date of the Agreement.

Pursuant to the Agreement, (i) each of Mr. Pierre-Olivier Beckers-Vieujant, Ms. Lisa Bisaccia, Ms. Patricia B. Morrison and Mr. John A. Quelch (the "*Resigning Directors*") resigned from the Board of Directors of the Company (the "*Board*"), effective as of the date and time the Agreement was fully executed and delivered (the "*Agreement Effective Time*"), (ii) the size of the Board was increased to 10 directors, effective immediately, (iii) the Company appointed each of Mr. Zillmer, Mr. Paul C. Hilal, Ms. Susan Cameron, Ms. Karen King and Mr. Art Winkleblack to the Board, and Mr. Hilal as Vice Chairman of the Board, in each case effective as of the Agreement Effective Time, and (iv) the Company agreed to subsequently nominate each of such individuals, as well as Mr. Greg Creed (collectively, the "*New Directors*") on the Board's slate of directors for election at the 2020 annual meeting of stockholders of the Company (the "*Annual Meeting*").

Pursuant to the Agreement, if Mr. Hilal ceases to serve on the Board during the term of the Agreement, the Mantle Ridge Group will have the right to designate another individual to be appointed to the Board.

The Agreement also provides for the amendment of the Amended and Restated By-laws of the Company (the "*Bylaws*") to reflect the addition of the role of Vice Chairman of the Board and to limit the size of the Board at eleven directors until the end of the Company's fiscal year ending September 30, 2022. In addition, the Company is required to put forth a proposal for stockholders to approve at the Annual Meeting to amend the Amended and Restated Certificate of Incorporation of the Company to permit holders of at least 15% of the outstanding shares of Common Stock to call special meetings of the Company's stockholders.

With respect to the Annual Meeting, the Mantle Ridge Group agreed to, among other things, cause all shares of Common Stock owned by it and its affiliates and which it has the right to direct the vote to (i) be present for quorum purposes, (ii) be voted in favor of each of the Company's director nominees and against the removal of any such nominee and (iii) approve an increase in the equity issuable under the Company's benefit plans to the extent approved by the Board after the date of the Agreement.

The Agreement further provides that, except for certain restrictions set forth in the Company's insider trading policy, none of the restrictions in the Company's policies applicable to Mr. Hilal or a Successor Director as a director shall be deemed to apply to the Mantle Ridge Group's transactions in the Company's securities. The obligations under the Agreement will terminate upon the Mantle Ridge Group ceasing to have an economic ownership position of at least 2.0% of the outstanding Common Stock, subject to certain specified obligations that will terminate at a later date.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The disclosure in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Appointment of Chief Executive Officer

On October 6, 2019, Mr. Zillmer, age 64, was appointed as Chief Executive Officer and as a director of the Company, effective as of the Agreement Effective Time. Mr. Zillmer is the former Executive Chairman, President and Chief Executive Officer of Univar Inc., a global chemical distributor and Fortune 500 company, where he also served as a director from 2009 to 2012. Prior to joining Univar, Mr. Zillmer served as Chairman and Chief Executive Officer of Allied Waste Industries, Inc., a solid waste management business, from 2005 until the merger of Allied Waste with Republic Services, Inc. in December 2008, where he led an operational transformation which has become an industry benchmark. Before Allied Waste, Mr. Zillmer spent 30 years in the managed food and services hospitality industry, an eighteen-year career at the Company, in roles of increasing responsibility, most recently as Executive Vice President and President, Food and Support Services. During his time with the Company, Mr. Zillmer also served as President of the Company's Business Services division, the International division and the Food and Support Services group. Prior to joining the Company, Mr. Zillmer was employed by Szabo Food Services until Szabo was acquired by the Company in 1986. Mr. Zillmer currently serves on the board of directors of CSX Corporation (where he serves as Chairman), Ecolab Inc., Performance Food Group Co. and Veritiv Corp. Mr. Zillmer also serves on the North American advisory board of CVC Capital Partners. Mr. Zillmer has also previously served as a director of Reynolds American, Inc. from 2007 until its acquisition by British American Tobacco in 2017, and as a director of Liberty Capital Partners, a private equity and venture capital firm specializing in start-ups, early stage, growth equity, buyouts and acquisitions. Mr. Zillmer received an MBA degree from the J.L. Kellogg School of Management at Northwestern University. Mr. Zillmer was a party to a consulting agreement with Mantle Ridge that terminated when Mr. Zillmer was appointed to serve as the Chief Executive Officer of the Company (the "*Consulting Agreement*"). There are no arrangements or understandings between Mr. Zillmer and any other persons, other than the Consulting Agreement and the Agreement, pursuant to which he was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Mr. Zillmer. Mr. Zillmer does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Employment Agreement with the Chief Executive Officer

On October 6, 2019, in connection with his appointment as Chief Executive Officer of the Company, Mr. Zillmer entered into an offer letter agreement and an agreement relating to employment and post-employment competition (together, the "*Employment Agreement*") with the Company. Pursuant to the Employment Agreement, Mr. Zillmer's initial annual base salary will be $1,300,000 and his target bonus will be 175% of his base salary, with his actual bonus to be determined under the Company's applicable bonus plan. Pursuant to the Employment Agreement, Mr. Zillmer will be entitled to four weeks' paid vacation and will be eligible to participate in certain Company health and welfare plans and programs as well as the Company's Savings Incentive Retirement Plan and Deferred Compensation Plan. In addition, Mr. Zillmer will be entitled to Company-provided financial planning services, a monthly car allowance and Company-provided parking on the same terms as other Company senior executives and to the use of the Company airplane to the extent maintained by the Company and otherwise first class airfare for business travel. The Company has also agreed to reimburse Mr. Zillmer or otherwise pay his legal fees and costs incurred in negotiating the Employment Agreement, in an amount not to exceed $35,000.

The Company will also recommend to the Compensation and Human Resources Committee of the Board (the "*Compensation Committee*") that Mr. Zillmer be granted the following annual equity awards in respect of the Company's fiscal year 2020 annual long-term incentive compensation program, anticipated to be granted in November 2019 (the "*2020 LTI Awards*"), having the following grant date fair values: (i) $2,850,000 in non-qualified stock options that vest in equal annual installments over 4 years, (ii) $1,900,000 in time-based restricted stock units that vest in equal annual installments over 4 years, and (iii) $4,750,000 in performance stock units that cliff vest at the end of a three-year performance period subject to the achievement of specified performance targets to be determined by the Compensation Committee ("*PSUs*"). These 2020 LTI Awards will be granted pursuant to the forms of grant agreements previously approved by the Compensation Committee in connection with the Company's annual long-term incentive compensation program under the Company's Amended and Restated 2013 Stock Incentive Plan (the "*Stock Plan*") and will be consistent in all material respects with the terms and conditions of the Stock Plan, except that Mr. Zillmer will be deemed to satisfy the retirement eligibility criteria set forth in the Stock Plan subject to his providing the Company with 6 rather than 12 months' written notice of his retirement, subject to Mr. Zillmer's attaining 5 years of service with the Company following the date of

Mr. Zillmer's commencement of employment with the Company. The Company has also agreed to recommend to the Compensation Committee in future fiscal years that Mr. Zillmer be granted annual equity awards pursuant to the Company's long-term incentive compensation program having a total grant date fair value of not less than $9,500,000.

Under the Employment Agreement, upon a termination without "Cause" by the Company or for "Good Reason" that occurs (a) other than within two years after a "Change of Control" (each as such term is defined in the Employment Agreement), Mr. Zillmer would be entitled to base salary continuation and continued participation in the Company's basic medical and life insurance programs, in each case for two years after such termination or (b) within the two-year period after a Change of Control or, in the case of a termination at the request of a third party involved in a Change in Control or otherwise in connection with or in anticipation of a Change in Control, prior to such change in Control, (i) a lump sum payment equal to the sum of (x) 2.5 times his base salary (in effect on the date of the Change of Control or on the date of termination, whichever is higher), (y) 2.5 times his target bonus (in effect on the date of the Change of Control or on the date of termination, whichever is higher), and (z) a pro-rata portion of his target annual bonus for the year of termination; and (ii) continued participation in the Company's medical and life insurance programs, in each case for 30 months after such termination. In all instances, Mr. Zillmer's equity awards will be treated in accordance with the terms of the applicable plans and agreements. Finally, the Employment Agreement provides for perpetual non-disclosure and non-disparagement covenants and 2.5-year post-employment noncompetition, nonsolicitation and non-hire covenants, which apply for 2 years if Mr. Zillmer's employment is terminated without Cause by the Company or for Good Reason by Mr. Zillmer other than within the two years following a Change in Control.

The foregoing is a summary of the material terms of the Employment Agreement. The summary does not purport to be complete and is qualified in its entirety by reference to Mr. Zillmer's offer letter agreement and agreement relating to employment and post-employment competition, which are filed as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Resignation of Certain Directors

On October 6, 2019, each of Mr. Pierre-Olivier Beckers-Vieujant, Ms. Lisa Bisaccia, Ms. Patricia B. Morrison and Mr. John A. Quelch resigned from their position as a director of the Company, effective as of the Agreement Effective Time. There are no disagreements between each of Mr. Beckers-Vieujant, Ms. Bisaccia, Ms. Morrison and Mr. Quelch and the Company relating to matters concerning the Company's operations, policies or practices.

At the time of their resignation, (i) Mr. Beckers-Vieujant was a member of the Audit and Corporate Practices Committee (the "*Audit Committee*") and the Nominating and Corporate Governance Committee (the "*Nominating Committee*") of the Board, (ii) Ms. Bisaccia was a member of the Compensation Committee and the Nominating Committee, (iii) Ms. Morrison was a member of the Audit Committee and the Finance Committee of the Board (the "*Finance Committee*"), and (iv) Mr. Quelch was a member of the Audit Committee and the Finance Committee.

Appointment of Certain Directors

On October 6, 2019, Mr. Hilal, age 53, was appointed as Vice Chairman of the Board, effective as of the Agreement Effective Time. In addition, Mr. Hilal was appointed as a member of the Compensation and Human Resources Committee and as a member of the Nominating and Corporate Governance Committee of the Board. Mr. Hilal is the Founder and Chief Executive Officer of Mantle Ridge, and oversees each of its related entities. Prior to founding Mantle Ridge, Mr. Hilal was a partner and senior investment professional at Pershing Square Capital Management where he worked from 2006 to 2016. From 2012 to 2016, Mr. Hilal served as a director of Canadian Pacific Railway Limited, where he was Chair of the Management Resources and Compensation Committee and a member of the Finance Committee. Mr. Hilal currently serves on the board of CSX Corporation, where he is a member of the Executive Committee and the Finance Committee. Mr. Hilal also currently serves on the Board of Overseers of Columbia Business School and served until 2016 on the board of the Grameen Foundation—an umbrella organization that helps micro-lending and micro-franchise institutions empower the world's poorest through financial inclusion and entrepreneurship. Mr. Hilal graduated from Harvard College and received his JD from

Columbia Law School and his MBA from Columbia Business School. There are no arrangements or understandings between Mr. Hilal and any other persons, other than the Agreement, pursuant to which he was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Mr. Hilal. Mr. Hilal does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On October 6, 2019, Ms. Cameron, age 60, was appointed as a director of the Company, effective as of the Agreement Effective Time. In addition, Ms. Cameron was appointed as chair of the Compensation and Human Resources Committee and as a member of the Nominating and Corporate Governance Committee of the Board. Ms. Cameron is the Retired Chairman and Chief Executive Officer of Reynolds American Inc., a publicly-traded tobacco company, where she served as its Non-Executive Chairman from May 2017 to July 2017, its Executive Chairman from January 2017 to May 2017, and its President and Chief Executive Officer and member of the board of directors from 2014 to December 2016 and 2004 to 2011. Prior to joining Reynolds American Inc., Ms. Cameron held various marketing, management and executive positions at Brown & Williamson Tobacco Corporation, a U.S. tobacco company. Ms. Cameron also serves on the boards of nVent Electric plc since 2018 and Tupperware Brands Corporation since 2011. Ms. Cameron has also previously served as a director of Reynolds American Inc., and R.R. Donnelley & Sons Company. Ms. Cameron received her B.A. from the University of Florida and her MBA from Bellarmine University. There are no arrangements or understandings between Ms. Cameron and any other persons, other than the Agreement and the Engagement Agreement (as defined below), pursuant to which she was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Ms. Cameron. Ms. Cameron does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On October 6, 2019, Ms. King, age 63, was appointed as a director of the Company, effective as of the Agreement Effective Time. In addition, Ms. King was appointed as a member of the Audit and Corporate Practices Committee and the Finance Committee of the Board. Ms. King spent over four decades at McDonald's Corp, most recently serving as the Executive Vice President, Chief Field Officer from 2015 to 2016. Ms. King held various management and executive positions at McDonald's Corp. since 1994, including having served as its Chief People Officer, President, East Division, Vice-President, Strategy and Business Development and General Manager and Vice President, Florida Region, among others. Ms. King has substantial expertise in field operations and talent development, having worked her way up from a member of the McDonald's crew to a top executive of the McDonald's US business, with responsibility for more than 14,000 restaurants. King previously served as a trustee of the Ronald McDonald House of Durham, and previously served on the boards of the National Restaurant Association, the Bennett College for Women, and the Ronald McDonald House of South Florida. There are no arrangements or understandings between Ms. King and any other persons, other than the Agreement and the Engagement Agreement, pursuant to which she was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Ms. King. Ms. King does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On October 6, 2019, Mr. Winkleblack, age 62, was appointed as a director of the Company, effective as of the Agreement Effective Time. In addition, Mr. Winkleblack was appointed as a member of the Audit and Corporate Practices Committee and as chair of the Nominating and Corporate Governance Committee of the Board. Mr. Winkleblack previously provided financial, strategic planning and capital markets consulting services for Ritchie Bros. Auctioneers, a global leader in asset management and disposition and the world's largest industrial auctioneer, where he has served as Senior Advisor to the CEO since June 2014. In June 2013, he retired from H. J. Heinz Company, a global packaged food manufacturer, where he had been employed as Executive Vice President and Chief Financial Officer since 2002. From 1999 to 2001, Mr. Winkleblack worked at Indigo Capital as Acting Chief Operating Officer of Perform.com and Chief Executive Officer of Freeride.com. Prior to that, he served as Executive Vice President and Chief Financial Officer of C. Dean Metropoulos Group from 1998 to 1999, as Vice President and Chief Financial Officer of Six Flags Entertainment Corporation from 1996 to 1998 and as Vice President and Chief Financial Officer of Commercial Avionics Systems, a division of AlliedSignal, Inc., from 1994 to 1996. Previously, he held various finance, strategy and business planning roles at PepsiCo, Inc. from 1982 to 1994. Mr. Winkleblack has served as a director of The Wendy's Company since May 2016, Church & Dwight Co., Inc. since January 2008 and Performance Food Group Company since March 2015. He previously served as a

director of RTI International Metals, Inc. from December 2013 until the company was acquired by Alcoa Corporation in July 2015. Mr. Winkleblack graduated from University of California, Los Angeles and received his MBA from the Wharton School of the University of Pennsylvania. There are no arrangements or understandings between Mr. Winkleblack and any other persons, other than the Agreement and the Engagement Agreement, pursuant to which he was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Mr. Winkleblack. Mr. Winkleblack does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with the Agreement, the Company agreed to include Mr. Creed, age 62, as a nominee on the Board's slate of directors for the Annual Meeting. Mr. Creed has been Chief Executive Officer of Yum! Brands, Inc., a leading operator of quick service restaurants, since 2015. He served as Chief Executive Officer of Taco Bell Division from 2011 to 2014, and as President and Chief Concept Officer of Taco Bell U.S. from 2007 to 2011 after holding other positions of increasing responsibility with the company since 1994. Mr. Creed has served as a director of Yum! since 2014, Whirlpool Corp. since 2017 and previously served as a director of International Game Technology from 2010 to 2015. Mr. Creed graduated from Queensland University of Technology. There are no arrangements or understandings between Mr. Creed and any other persons, other than the Agreement and the Engagement Agreement, pursuant to which he was appointed to the office described above and no family relationships among any of the Company's directors or executive officers and Mr. Creed. Mr. Creed does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Each of the New Directors (other than Mr. Zillmer and Mr. Hilal) entered into an engagement and indemnity agreement (each, an "*Engagement Agreement*") with Mantle Ridge pursuant to which Mantle Ridge agreed to pay each of the New Directors (other than Mr. Zillmer and Mr. Hilal) certain amounts, and reimburse them for expenses incurred, in connection with their time and efforts relating to potentially joining the Board. The Engagement Agreements do not provide for any agreements or obligations among Mantle Ridge or any New Director with respect to any period following their joining the Board.

In connection with the appointment of the New Directors to the Board, the New Directors (other than Mr. Zillmer) became (or will become, in the case of Mr. Creed) eligible to participate in the Company's director compensation policies and programs as adopted by the Board from time to time. The Company's current non-employee director compensation program is described in the Company's Definitive Proxy Statement for its 2019 annual meeting of stockholders, filed with the U.S. Securities and Exchange Commission on December 21, 2018. In addition, each of the New Directors will enter into an indemnification agreement with the Company consistent with the form of the existing indemnification agreement entered into between the Company and its directors.

Changes in Composition of Board Committees

In connection with the appointment of the New Directors, and the resignation of the Resigning Directors, the Board approved appointments on the committees of the Board for each of the remaining directors as follows: (ii) Mr. Darden was appointed as a member of the Audit Committee and the Finance Committee, (ii) Mr. Dreiling was appointed as a member of the Compensation Committee and the Nominating Committee, (iii) Ms. Esteves was appointed Chair of the Finance Committee and a member of the Audit Committee, (iv) Mr. Heinrich was appointed as Chair of the Audit Committee and a member of the Finance Committee and (v) Mr. Sadove was appointed as a member of the Compensation Committee and the Nominating Committee.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 6, 2019, the Board approved amendments to the Bylaws (as amended, the "*Amended Bylaws*"), effective immediately, to (i) create the role of the Vice Chairman of the Board and (ii) limit the size of the Board at eleven directors until the end of the Company's fiscal year ending September 30, 2022.

The above summary does not purport to be complete and is qualified in its entirety by reference to the Amended Bylaws, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01. Other Events.

On October 7, 2019, the Company issued a press release announcing the execution of the Agreement described in Item 1.01 and the appointment of Mr. Zillmer as Chief Executive Officer of the Company and a member of the Board. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits. The following Exhibits are filed as part of this report:

Exhibit No.	Description
3.1	Amended and Restated By-laws of Aramark, dated October 6, 2019.
10.1	Stewardship Framework Agreement by and between Aramark and MR BridgeStone Advisor LLC, on behalf of itself and its affiliated funds, dated October 6, 2019.
10.2	Offer Letter by and between Aramark and Mr. John J. Zillmer, dated October 6, 2019.
10.3	Agreement Relating to Employment and Post-Employment Competition by and between Aramark and Mr. John J. Zillmer, dated October 6, 2019.
99.1	Press Release, issued October 7, 2019.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Aramark

Date: October 7, 2019

By: /s/ STEPHEN P. BRAMLAGE, JR.
Name: STEPHEN P. BRAMLAGE, JR.
Title: Executive Vice President and Chief Financial Officer

Exhibit 3.1

SECOND AMENDED AND RESTATED BY-LAWS
OF
ARAMARK

ARTICLE I

OFFICES

1. REGISTERED OFFICE. The registered office of the Corporation shall be established and maintained at the office of The Corporation Trust Company at 1209 Orange Street in the City of Wilmington, in the County of New Castle, in the State of Delaware, and said corporation shall be the registered agent of this Corporation, unless otherwise established by the Board of Directors and a certificate certifying the change is filed in the manner provided by statute.

2. OTHER OFFICES. The Corporation may also have offices in the City of Philadelphia, Commonwealth of Pennsylvania, and also offices at such other place or places as the Board of Directors may from time to time appoint or as the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

1. PLACE OF MEETINGS. All meetings of the stockholders shall be held in the offices of the Corporation in Philadelphia, Pennsylvania, or at such other place as shall be determined by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. The Board of Directors may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 11 of Article II of these By-laws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law").

2. ANNUAL MEETING. An annual meeting of the stockholders, for the election of directors and for the transaction of such other business as may properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall each year fix.

Nominations of persons for election to the Board of Directors and the proposal of business to be transacted by the stockholders may be made at an annual meeting of stockholders pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 4 of Article II of these By-laws, (a) pursuant to the Corporation's proxy materials, (b) by or at the direction of the Board of Directors or any authorized committee thereof or (c) by any stockholder of record of the Corporation who was a stockholder of record at the time of the giving of the notice provided for in the following paragraph, who is entitled to vote at the meeting and (1) who has complied with the notice procedures set forth in this section, or

(2) complied with the requirements of Section 13 of Article II of these By-laws. For the avoidance of doubt, the foregoing clause (c) shall be the exclusive means for a stockholder to make nominations or propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "Exchange Act")) at an annual meeting of the stockholders.

For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (c) of the foregoing paragraph, (1) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (2) such business must be a proper matter for stockholder action, including under the General Corporation Law of the State of Delaware, (3) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as that term is defined in subclause (c)(iv) of this paragraph, such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial holder to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice and (4) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this section. To be timely, a stockholder's notice shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation not less than ninety (90) nor more than one hundred twenty (120) days in advance of the first anniversary of the preceding year's annual meeting (the "Anniversary"); provided, however, subject to the following sentence, that if the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the Anniversary, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of (i) the ninetieth (90th) day prior to such annual meeting or (ii) the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall an adjournment or postponement of an annual meeting for which notice has been given commence a new time period (or extend any time period) for the giving of a stockholder's notice. Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person as would be required to be disclosed in solicitations of proxies for the election of such nominees as directors or is otherwise required, in each case, pursuant to Section 14(a) under the Exchange Act and the rules and regulations promulgated thereunder, and such person's written consent to being named in the proxy statement and to serve as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of such business, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these By-laws, the language of the proposed amendment), reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the

beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) in the case of the stockholder giving the notice, a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether or not the stockholder or the beneficial owner, if any, will or is part of a group which will (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required under applicable law to approve or adopt the proposal or, in the case of nominations, reasonably believed by such stockholder or beneficial owner to elect the nominee and/or (y) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination (in each case, a "Solicitation Notice"), (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the foregoing (collectively, "proponent persons"); and (e) a description of any agreement, arrangement or understanding (including without limitation any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) to which any proponent person is a party, the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board of Directors or other business proposed to be brought before a meeting (whether given pursuant to this Section 2 or Section 3 of Article II of these By-laws) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof, provided that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and

supplement shall be delivered in writing to the Secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the date prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

Notwithstanding anything in these By-laws to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board made by the Corporation at least one hundred (100) days prior to the Anniversary, a stockholder's notice required by this By-law shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

Only persons nominated in accordance with the procedures set forth in this Section 2 or Section 3 or by or at the direction of the Board of Directors shall be eligible to serve as directors and such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this section or Section 3. The chair of the meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these By-laws and, if any proposed nomination or business is not in compliance with these By-laws, to declare that such defective proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded. Notwithstanding anything herein to the contrary, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2 of Article II, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

For purposes of these By-laws, "public announcement" shall mean disclosure (a) in a press release released by the Corporation, provided such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or a comparable national news service, or is generally available on internet news sites, or (b) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

Notwithstanding the foregoing provisions of this Section 2, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2. Nothing in this Section 2 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

3. SPECIAL MEETINGS. Special meetings of the stockholders may only be called in the manner provided in the Corporation's certificate of incorporation as then in effect (as the same may be amended from time to time, the "Certificate of Incorporation") and may be held either within or without the State of Delaware. The Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors; provided, however, that with respect to any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors at the request of the Corporation's stockholders to the extent permitted by, and in accordance with, the Certificate of Incorporation, the Board of Directors shall not postpone, reschedule or cancel such special meeting. Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by a majority of the Whole Board. For purposes of these By-laws, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. Such meetings shall be held at the place, on the date and at the time as they or he shall fix. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board of Directors or any committee thereof or (b) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of record of the Corporation who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation as provided for in this paragraph, who shall be entitled to vote at the meeting and who delivers a written notice to the Secretary setting forth the information required in connection with nominations for annual meetings pursuant to Section 2 of this Article II. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in the election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting if the stockholder's notice required by the preceding sentence shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be

elected at such meeting. In no event shall an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

Notwithstanding the foregoing provisions of this Section 3, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 3.

4. NOTICE OF MEETINGS. Notice of the place, if any, date, and time of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). When a meeting is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and to vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, if any, date, and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed present and to vote at such adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof, unless the Board of Directors shall fix a new record date for the adjourned meeting pursuant to these By-laws.

5. QUORUM. Except to the extent that the presence of a larger number may be required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the presence, in person or by proxy, of the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat shall constitute a quorum at all meetings of the stockholders, and every reference in these By-laws to a majority or other proportion of shares or stock (or the holders thereof) for the purposes of determining any quorum requirement or any requirement for stockholder consent or approval shall be deemed to refer to such majority or other proportion of the votes (or the holders thereof) then entitled to be cast in respect of such shares or capital stock. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

If a quorum shall fail to attend any meeting, the chairman of the meeting or, if the chairman of the meeting so elects, the holders of a majority of the voting power of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, if any, date, or time.

6. ORGANIZATION. The Chairman of the Board of Directors, if one is elected, or in his or her absence or disability the Vice Chairman of the Board of Directors, if one is elected, or in the absence or disability of both the Chairman and Vice Chairman of the Board of Directors, such person as the Board of Directors may have designated or, in the absence of, or upon the failure so to delegate such a person, the Chief Executive Officer of the Corporation, shall call to order any meeting of the stockholders and act as chairman of the meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the stockholders. In the absence or disability of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman or the Chief Executive Officer appoints.

7. CONDUCT OF BUSINESS. Except as otherwise required by law, the Certificate of Incorporation or these By-laws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these By-laws and, if any proposed nomination or business is not in compliance with these By-laws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants and on stockholder approvals. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

8. PROXIES AND VOTING. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting and bearing a date not more than three (3) years prior to said meeting, unless said instrument provides for a longer period. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant

to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Each stockholder shall be entitled to vote, in accordance with the provisions of the Certificate of Incorporation relating to shares of stock, the shares of stock registered in his name on the record date for the meeting, except as otherwise provided herein or required by law. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. Every vote taken by ballots shall be counted by an inspector or inspectors appointed as provided herein.

At every meeting of stockholders duly called and held at which a quorum is present, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question or election, (i) in all matters other than the election of directors, the vote of the holders of a majority of the voting power represented in person or by proxy at the meeting and entitled to vote on the matter, (ii) in the case of an uncontested election of directors, a majority of the votes cast at the meeting upon the election (meaning the number of shares voted “for” a nominee must exceed the number of shares voted “against” such nominee, with “abstentions” and “broker non votes” not counting as a vote cast either “for” or “against” that nominee’s election); and (iii) in the case of a “contested” election of directors, a plurality of the votes cast at the meeting upon the election, by the holders who are present in person or by proxy and entitled to vote on the matter, shall be necessary to decide the question or election. If the number of shares voted “against” a director exceeds the number of shares voted “for” such director, such director shall promptly tender his or her resignation to the Board of Directors and the Board of Directors shall decide, through a process managed by the Nominating and Corporate Governance Committee (or equivalent) and excluding the director in question, whether to accept the resignation. The Board’s decision shall be promptly disclosed in a Current Report on Form 8-K or other appropriate form filed with the Securities and Exchange Commission. The decision of the Board of Directors and such disclosure shall be completed within ninety (90) days from the date of certification of the election results. An election of directors is a “contested” election if: (i) the Secretary of the Corporation receives a notice that a stockholder has nominated a person for election to the Board of Directors in compliance with the advance notice requirements for stockholder nominees for Director set forth herein; and (ii) such nomination has not been withdrawn by such stockholder on or prior to the tenth (10th) day preceding the date the Corporation first mails its notice of meeting for such meeting to the stockholders. To be eligible for election as a director of the Corporation, each nominee (including incumbent directors and nominees proposed by stockholders in accordance with Article II, Section 2) must agree in writing in advance to comply with the requirements of this Article II, Section 8. Shares represented by a limited proxy (i.e., a proxy that by its terms, withholds authority or does not empower the holder to vote on the matter) will not be considered

as part of the voting power present and entitled to vote with respect to that matter for determining whether the matter has a majority (or other required percentage) approval of the voting power present and entitled to vote on the matter. Abstentions (whether in person or by proxy) are counted as voting power present and entitled to vote on any proposal to which they relate.

9. STOCK LIST. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each such stockholder and the number of shares registered in his name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting, (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date) (a) on a reasonably accessible electronic network; provided that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

If the meeting is to be held at a place, the stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, this list shall presumptively determine the identity of the stockholders entitled to examine the list of stockholders required by this Section or entitled to vote at the meeting and the number of shares held by each of them.

10. CONSENT OF STOCKHOLDERS IN LIEU OF MEETING. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

11. REMOTE COMMUNICATION. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, *provided*, that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

12. INSPECTORS OF ELECTION. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

13. INCLUSION OF STOCKHOLDER DIRECTOR NOMINATIONS IN THE CORPORATION'S PROXY MATERIALS. (a) Subject to the terms and conditions set forth in these By-laws, the Corporation shall include in its proxy materials for an annual general meeting of stockholders the name, together with the Required Information (as defined below), of any person nominated for election (the "Stockholder Nominee") to the Board of Directors by a stockholder or group of stockholders that satisfy the requirements of this Section 13 and that expressly elects at the time of providing the written notice required by this Section 13 (a "Proxy Access Notice") to have its nominee included in the Corporation's proxy material pursuant to this Section 13. For the purposes of this Section 13:

(i) "Voting Stock" shall mean outstanding shares of capital stock of the Corporation entitled to vote generally for the election of directors;

(ii) "Constituent Holder" shall mean any stockholder, collective investment fund included within a Qualifying Fund (as defined in paragraph (e) below) or beneficial holder whose stock ownership is counted for the purposes of qualifying as an Eligible Stockholder (as defined in paragraph (e) below);

(iii) "affiliate" and "associate" shall have the meanings ascribed thereto in Rule 405 under the Securities Act of 1933, as amended (such act, and the rules and regulations promulgated thereunder, the "Securities Act"); provided, however, that the term "partner" as used in the definition of "associate" shall not include any limited partner that is not involved in the management of the relevant partnership; and

(iv) a stockholder (including any Constituent Holder) shall be deemed to "own" only those outstanding shares of Voting Stock as to which the stockholder (or such Constituent Holder) possesses both (a) the full voting and investment rights pertaining to the shares and (b) the full economic interest in (including the opportunity for profit and risk of loss on) such shares. The number of shares calculated in accordance with the foregoing clauses (a) and (b) shall be deemed not to include (and, to the extent any of the following arrangements have been entered into by affiliates of the stockholder (or of any Constituent Holder), shall be reduced by) any shares (x) sold by such stockholder or Constituent Holder (or any of either's affiliates) in any transaction that has not been settled or closed, including any short sale, (y) borrowed by such stockholder or Constituent Holder (or any of either's affiliates) for any purposes or purchased by such stockholder or Constituent Holder (or any of either's affiliates) pursuant to an agreement to resell, or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by or effecting such stockholder or Constituent Holder (or any of either's affiliates), whether any such instrument or agreement is to be settled with shares, cash or other consideration, in any such case which instrument or agreement has, or is intended to have, or if exercised by either party thereto would have, the purpose or effect of (i) reducing in any manner, presently or in the future, the full voting and investment rights pertaining to such shares, and/or (ii) hedging, offsetting or altering to any degree the full economic interest in (including the opportunity for profit and risk of loss on) such shares. A stockholder (including any Constituent Holder) shall "own" shares held in the name of a nominee or other intermediary so long as the stockholder (or such Constituent Holder) retains the right to instruct how the shares are voted with respect to the election of directors and the right to direct the disposition thereof and possesses the full economic interest in the shares. A stockholder's (including any Constituent Holder's) ownership of shares shall be deemed to continue during any period in which such person has (i) loaned such shares, provided that such stockholder has the power to recall such loaned shares on not more than five (5) business days' notice and includes in its Proxy Access Notice an agreement that it (A) will promptly recall such loaned shares upon being notified that any of its Stockholder Nominees will be included in the Corporation's proxy materials and (B) will continue to hold such recalled shares through the date of the annual meeting or (ii) delegated any voting power over such shares by means of a proxy, power of attorney or other instrument or arrangement which in all such cases is revocable at any time by the stockholder. The terms "owned," "owning" and other variations of the word "own" shall have correlative meanings.

(b) For purposes of this Section 13, the "Required Information" that the Corporation will include in its proxy statement is (1) the information concerning the Stockholder Nominee and the Eligible Stockholder that the Corporation determines is required to be disclosed in the Corporation's proxy statement by the regulations promulgated under the Exchange Act; and (2) if the Eligible Stockholder so elects, a Statement (as defined in paragraph (g) below). The Corporation shall also include the name of the Stockholder Nominee in its proxy card. For the avoidance of doubt, and any other provision of these By-laws notwithstanding, the Corporation may in its sole discretion solicit against, and include in the proxy statement its own statements or other information relating to, any Eligible Stockholder and/or Stockholder Nominee.

(c) To be timely, a stockholder's Proxy Access Notice, together with all related materials provided for herein, must be delivered to the principal executive offices of the Corporation within the time periods applicable to stockholder notices of nominations pursuant to paragraph Section 2 of this Article II. In no event shall any adjournment or postponement of an annual general meeting, the date of which has been announced by the Corporation, commence a new time period for the giving of a Proxy Access Notice.

(d) The number of Stockholder Nominees (which shall include Stockholder Nominees that were submitted by all Eligible Stockholders for inclusion in the Corporation's proxy materials pursuant to this Section 13 but either (x) are subsequently withdrawn (or withdraw) or (y) the Board of Directors decides to nominate as Board of Directors' nominees) appearing in the Corporation's proxy materials with respect to an annual general meeting of stockholders shall not exceed the greater of (x) two (2) and (y) the largest whole number that does not exceed twenty percent (20%) of the number of directors in office as of the last day on which a Proxy Access Notice may be delivered in accordance with the procedures set forth in this Section 13 (such greater number, the "Permitted Number"); provided, however, that the Permitted Number shall be reduced by:

(i) the number of directors in office that will be included in the Corporation's proxy materials with respect to such annual general meeting for whom access to the Corporation's proxy materials was previously provided pursuant to this Section 13, other than any such director who at the time of such annual general meeting will have served as a director continuously, as a nominee of the Board of Directors, for at least two (2) successive annual terms; and

(ii) the number of directors in office or director candidates that in either case will be included in the Corporation's proxy materials with respect to such annual general meeting as an unopposed (by the Corporation) nominee pursuant to an agreement, arrangement or other understanding with a stockholder or group of stockholders (other than any such agreement, arrangement or understanding entered into in connection with an acquisition of Voting Stock, by such stockholder or group of stockholders, directly from the Corporation), other than any such director referred to in this clause (ii) who at the time of such annual general meeting will have served as a director continuously, as a nominee of the Board of Directors, for at least two (2) successive annual terms;

provided, *further*, that in the event the Board of Directors resolves to reduce the size of the Board of Directors effective on or prior to the date of the annual general meeting, the Permitted Number shall be calculated based on the number of directors in office as so reduced. An Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Corporation's proxy statement pursuant to this paragraph (d) shall rank such Stockholder Nominees based on the order that the Eligible Stockholder desires such Stockholder Nominees to be selected for inclusion in the Corporation's proxy statement and include such specified rank in its Proxy Access Notice. If the number of Stockholder Nominees pursuant to this paragraph (d) for an annual general meeting of stockholders exceeds the Permitted Number, then the highest ranking qualifying Stockholder Nominee from each Eligible Stockholder will be selected by the Corporation for inclusion in the proxy statement until the Permitted Number is reached, going in order of the amount (largest to smallest) of the ownership position as disclosed in each Eligible Stockholder's Proxy Access Notice. If the Permitted Number is not reached after the highest ranking Stockholder Nominee from each Eligible Stockholder has been selected, this selection process will continue as many times as necessary, following the same order each time, until the Permitted Number is reached.

Notwithstanding anything to the contrary contained in this Section 13, the Corporation shall not be required to include any Stockholder Nominees in its proxy materials pursuant to this Section 13 for any meeting of stockholder for which the Secretary of the Corporation receives notice (whether or not subsequently withdrawn) that a stockholder intends to nominate one or more persons for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees set forth in Section 2 of Article II of the By-laws.

(e) An "Eligible Stockholder" is one or more Stockholders of record who own and have owned, or are acting on behalf of one or more beneficial owners who own and have owned, in each case continuously for at least three (3) years as of both the date that the Proxy Access Notice is received by the Corporation pursuant to this Section 13, and as of the record date for determining stockholders eligible to vote at the annual general meeting, at least three percent (3%) of the aggregate voting power of the Voting Stock (the "Proxy Access Request Required Shares"), and who continue to own the Proxy Access Request Required Shares at all times between the date such Proxy Access Notice is received by the Corporation and the date of the applicable annual general meeting, provided that the aggregate number of stockholders (and, if and to the extent that a stockholder is acting on behalf of one or more beneficial owners, of such beneficial owners) whose stock ownership is counted for the purpose of satisfying the foregoing ownership requirement shall not exceed twenty (20).

Two or more collective investment funds that are (I) part of the same family of funds or sponsored by the same adviser or (II) a "group of investment companies" as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940 (a "Qualifying Fund") shall be treated as one stockholder for the purpose of determining the aggregate number of stockholders in this paragraph (e). For the avoidance of doubt, each fund included within a Qualifying Fund must meet the requirements set forth in this Section 13, including by providing the required information and materials.

No share may be attributed to more than one group constituting an Eligible Stockholder under this Section 13. For the avoidance of doubt, no stockholder may be a member of more than one group constituting an Eligible Stockholder.

A record holder acting on behalf of one or more beneficial owners will not be counted separately as a stockholder with respect to the shares owned by such beneficial owner(s). Each such beneficial owner will be counted separately as a stockholder with respect to the shares owned by such beneficial owner, subject to the other provisions of this paragraph (e).

For the avoidance of doubt, Proxy Access Request Required Shares will qualify as such only if the beneficial owner of such shares as of the date of the Proxy Access Notice has individually beneficially owned such shares continuously for the three-year (3-year) period ending on that date and through the other applicable dates referred to above (in addition to the other applicable requirements being met).

(f) On the date on which an Eligible Stockholder delivers a nomination pursuant to this Section 13, such Eligible Stockholder (including each Constituent Holder) must provide the following information in writing to the Secretary of the Corporation with respect to such Eligible Stockholder (and each Constituent Holder):

(i) the name and address of, and number of shares of Voting Stock owned by, such person;

(ii) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year (3-year) holding period) verifying that, as of a date within seven (7) calendar days prior to the date the Proxy Access Notice is delivered to the Corporation, such person owns, and has owned continuously for the preceding three (3) years in the manner required by paragraph (a)(iv) above, the Proxy Access Request Required Shares, and such person's agreement to provide:

(A) within ten (10) days after the record date for the annual general meeting, written statements from the record holder and intermediaries verifying such person's continuous ownership of the Proxy Access Request Required Shares through the record date, together with any additional information reasonably requested by the Corporation to verify such person's ownership of the Proxy Access Request Required Shares; and

(B) immediate notice to the Corporation if the Eligible Stockholder ceases to own in the manner required by paragraph (a)(iv) above any of the Proxy Access Request Required Shares prior to the date of the applicable annual general meeting of stockholder for any reason;

(iii) the information that would be required to be submitted pursuant to Section 2 of this Article II for director nominations;

(iv) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among the Eligible Stockholder (including any Constituent Holder) and its or their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each of such Eligible Stockholder's Stockholder Nominees, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K of the Securities and Exchange Commission if the Eligible Stockholder (including any Constituent Holder), or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the Stockholder Nominee or any affiliate or associate thereof or person acting in concert therewith were a director or executive officer of such registrant;

(v) a representation that the Eligible Stockholder (and each Constituent Holder):

(A) acquired the Proxy Access Request Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and does not presently have any such intent;

(B) has not nominated and will not nominate for election to the Board of Directors at the annual general meeting any person other than the Stockholder Nominees being nominated pursuant to this Section 13;

(C) has not engaged and will not engage in, and has not and will not be a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the annual general meeting other than its Stockholder Nominees or a nominee of the Board of Directors;

(D) will not distribute to any stockholder any form of proxy for the annual general meeting other than the form distributed by the Corporation; and

(E) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are and will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and will otherwise comply with all applicable laws, rules and regulations in connection with any actions taken pursuant to this Section 13 (and the other provisions of this Article II to the extent related to this Section 13);

(F) in the case of a nomination by a group of stockholders that together is such an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all members of the nominating stockholder group with respect to the nomination and matters related thereto, including withdrawal of the nomination; and

(G) an undertaking that the Eligible Stockholder (and each Constituent Holder) agrees to:

(1) assume all liability stemming from, and indemnify and hold harmless the Corporation and each of its directors, officers, and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any legal or regulatory violation arising out of the communications of the Eligible Stockholder (and any Constituent Holder) with the stockholders of the Corporation or out of the information that the Eligible Stockholder (and any Constituent Holder) provided to the Corporation in connection with the nomination of the Stockholder Nominee(s) or efforts to elect the Stockholder Nominee(s); and

(2) file with the Securities and Exchange Commission any solicitation by the Eligible Stockholder of stockholders of the Corporation relating to the annual general meeting at which the Stockholder Nominee will be nominated.

In addition, on the date on which an Eligible Stockholder delivers a nomination pursuant to this Section 13, any Qualifying Fund whose stock ownership is counted for purposes of qualifying as an Eligible Stockholder must provide to the Secretary of the Corporation documentation reasonably satisfactory to the Board of Directors that demonstrates that the funds included within the Qualifying Fund satisfy the definition thereof.

In order to be considered timely, all information required by this paragraph (f) to be provided to the Corporation must be supplemented, by delivery to the Secretary of the Corporation, to disclose such information (1) as of the record date for the applicable annual general meeting and (2) as of the date that is no earlier than ten (10) days prior to such annual general meeting. Any supplemental information delivered pursuant to clause (1) of the preceding sentence must be delivered to the Secretary of the Corporation no later than ten (10) days following the record date for the applicable annual general meeting, and any supplemental information delivered pursuant to clause (2) of the preceding sentence must be delivered to the Secretary of the Corporation no later than the fifth day before the applicable annual general meeting. For the avoidance of doubt, the requirement to update and supplement such information shall not permit any Eligible Stockholder (or any Constituent Holder) or other person to change or add any proposed Stockholder Nominee or be deemed to cure any defects or limit the remedies (including without limitation under these By-laws) available to the Corporation relating to any defect.

(g) The Eligible Stockholder may provide to the Secretary of the Corporation, at the time the information required by this Section 13 is originally provided, a written statement for inclusion in the Corporation's proxy statement for the annual general meeting, not to exceed five hundred (500) words, in support of the candidacy of each such Eligible Stockholder's Stockholder Nominee (the "Statement"). Notwithstanding anything to the contrary contained in

this Section 13, the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes is materially false or misleading, omits to state any material fact, or would violate any applicable law or regulation.

(h) On the date on which an Eligible Stockholder delivers a nomination pursuant to this Section 13, each Stockholder Nominee must:

(A) provide to the Corporation an executed agreement, in a form deemed satisfactory by the Board of Directors or its designee (which form shall be provided by the Corporation reasonably promptly upon written request of a Stockholder), that such Stockholder Nominee consents to being named in the Corporation's proxy statement and form of proxy card (and will not agree to be named in any other person's proxy statement or form of proxy card with respect to the applicable annual general meeting of the Corporation) as a nominee and to serving as a director of the Corporation if elected;

(B) provide the information with respect to a Stockholder Nominee that would be required to be submitted pursuant to Section 2 of Article II of these By-laws for director nominations;

(C) complete, sign and submit all questionnaires, representations and agreements (including confidentiality agreements) required by these By-laws or of the Corporation's directors generally;

(D) provide a written representation and agreement (in the form provided by the Secretary of the Corporation upon written request) that such Stockholder Nominee (1) is not and will not become a party to (A) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such Stockholder Nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (B) any Voting Commitment that could limit or interfere with such Stockholder Nominee's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (2) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (3) will abide by the requirements of the Corporate Governance Guidelines, Business Conduct Policy and any other policies generally applicable to the Corporation's directors (including confidentiality requirements); and

(E) provide such additional information as necessary to permit the Board of Directors to determine if such Stockholder Nominee:

(1) is independent under the listing standards of each principal U.S. exchange upon which the Common Stock of the Corporation is listed, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Corporation's directors;

(2) has any direct or indirect relationship with the Corporation;

(3) would, by serving on the Board of Directors, violate or cause the Corporation to be in violation of these By-laws, the rules and listing standards of the principal U.S. exchange upon which the Common Stock of the Corporation is listed or any applicable law, rule or regulation; and

(4) is or has been subject to any event specified in Item 401(f) of Regulation S-K (or successor rule) of the Securities and Exchange Commission.

In the event that any information or communications provided by the Eligible Stockholder (or any Constituent Holder) or the Stockholder Nominee to the Corporation or its stockholders ceases to be true and correct in all material respects or omits a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, each Eligible Stockholder (or any Constituent Holder) or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of the Corporation of any defect in such previously provided information and of the information that is required to correct any such defect; it being understood for the avoidance of doubt that providing any such notification shall not be deemed to cure any such defect or limit the remedies (including without limitation under these By-laws) available to the Corporation relating to any such defect.

(i) Any Stockholder Nominee who is included in the Corporation's proxy materials for a particular annual general meeting of stockholders but either (A) withdraws from or becomes ineligible or unavailable for election at that annual general meeting (other than by reason of such Stockholder Nominee's disability or other health reason), or (B) does not receive at least twenty-five percent (25%) of the votes cast in favor of his or her election, will be ineligible to be a Stockholder Nominee pursuant to this Section 13 for (x) such particular annual general meeting and (y) the next two annual general meetings.

(j) The Corporation shall not be required to include, pursuant to this Section 13, a Stockholder Nominee in its proxy materials for any annual general meeting of Stockholders, or, if the proxy statement already has been filed, to permit a vote with respect to the election of a Stockholder Nominee, notwithstanding that proxies in respect of such vote may have been received by the Corporation:

(A) who is not independent under the listing standards of the principal U.S. exchange upon which the Common Stock of the Corporation is listed, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board of Directors in determining and disclosing independence of the Corporation's directors, who does not meet the audit committee independence requirements under the rules of any stock exchange on

which the Corporation's Common Stock are traded and applicable securities laws, who is not a "non-employee director" for the purposes of Rule 16b-3 under the Exchange Act (or any successor rule), who is not an "outside director" for the purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (or any successor provision), in each of the foregoing cases as determined by the Board of Directors in its sole discretion;

(B) whose service as a member of the Board of Directors would violate or cause the Corporation to be in violation of these By-laws, the rules and listing standards of the principal U.S. exchange upon which the Common Stock of the Corporation is traded, or any applicable law, rule or regulation;

(C) who is or has been, within the past three (3) years, an employee, officer or director of, or otherwise affiliated with, a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914;

(D) who is or has been a named subject of a pending criminal proceeding (excluding non-criminal traffic violations) or has been convicted in such a criminal proceeding within the past ten (10) years, or who is or has been a named subject of any legal, regulatory or self-regulatory proceeding, action or settlement as a result of which the service of such Stockholder Nominee on the Board of Directors would result in any restrictions on the ability of any of the Corporation or its affiliates to conduct business in any jurisdiction;

(E) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act;

(F) who shall have provided information to the Corporation in respect of such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board of Directors or any committee thereof, in each of the foregoing cases as determined by the Board of Directors in its sole discretion;

(G) who otherwise breaches or fails to comply in any material respect with its obligations pursuant to this Section 13 or any agreement, representation or undertaking required by these By-laws; or

(H) was proposed by an Eligible Stockholder who ceases to be an Eligible Stockholder for any reason, including but not limited to not owning the Proxy Access Request Required Shares through the date of the applicable annual general meeting.

In addition, if any Constituent Holder (i) shall have provided information to the Corporation in respect of a nomination under this Section 13 that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board of Directors or any committee thereof, in each of the foregoing cases as determined by the Board

of Directors in its sole discretion or (ii) otherwise breaches or fails to comply in any material respect with its obligations pursuant to this Section 13 or any agreement, representation or undertaking required by these By-laws, the Voting Stock owned by such Constituent Holder shall be excluded from the Proxy Access Request Required Shares and, if as a result the Eligible Stockholder no longer meets the requirements as such, all of the applicable Eligible Stockholder's Stockholder Nominees shall be excluded from the Corporation's proxy statement for the applicable annual general meeting of stockholder, if such proxy statement has not been filed, and, in any case, all of such stockholder's Stockholder Nominees shall be ineligible to be nominated at such annual general meeting.

Notwithstanding anything contained herein to the contrary, no Stockholder Nominee shall be eligible to serve as a Stockholder Nominee in any of the next two (2) successive annual general meetings following an act or omission specified in clause (F) or (G) of this paragraph (j) by such person, in each case as determined by the Board of Directors or any committee thereof in its sole discretion. In addition, no person who has submitted materials as a purported Eligible Stockholder (or Constituent Holder) under this Section 13, or any of its affiliates or associates, shall be eligible to be an Eligible Stockholder (or Constituent Holder) in any of the next two (2) successive annual general meetings following a nomination proposed under this Section 13 if, in connection therewith, such purported Eligible Stockholder (or such Constituent Holder) shall have provided information to the Corporation in respect of such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, or shall have otherwise materially breached or failed to comply with its obligations pursuant to this Section 13 or any agreement, representation or undertaking required by these By-laws, in each case as determined by the Board of Directors or any committee thereof in its sole discretion.

ARTICLE III

BOARD OF DIRECTORS

1. NUMBER AND TERM. At all times prior to the end of the Corporation's fiscal year ending September 30, 2022, the number of directors that shall constitute the Whole Board shall be not more than eleven (11) directors. Subject to foregoing and the Certificate of Incorporation, the number of directors that constitute the Whole Board shall be fixed exclusively by resolution adopted by a majority of the Whole Board from time to time. Each director shall be elected to serve for a term that expires at the next regular annual meeting of the stockholders and when a successor is elected and has qualified, or at the time of the earlier death, resignation, removal or disqualification of the director. Directors need not be stockholders.

2. CHAIRMAN; VICE CHAIRMAN. There shall be a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors, who shall each be chosen by the Board of Directors from among the directors. The Chairman and the Vice Chairman of the Board of Directors shall have the respective powers and duties set forth below, and shall also have such other powers and duties as from time to time may be conferred by the Board of Directors.

(a) CHAIRMAN. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and of the Board of Directors. The Chairman of the Board of Directors, shall, in consultation with the Vice Chairman of the Board of Directors, determine the agenda, schedule and meeting materials for meetings of the Board of Directors and guide Board discussions and facilitate discussions between the Board of Directors and management; and interact with analysts, investors, employees and other key constituents. The Chairman of the Board of Directors shall keep the Vice Chairman of the Board of Directors informed, and shall consult with the Vice Chairman of the Board of Directors, as to material internal and external discussions the Chairman of the Board of Directors has, and material developments the Chairman of the Board of Directors learns, about the Corporation and the Board of Directors.

(b) VICE CHAIRMAN. The Vice Chairman of the Board of Directors shall consult with, advise and assist the Chairman of the Board of Directors in the performance of the duties of the Chairman of the Board of Directors. The Vice Chairman of the Board of Directors shall provide input on the agenda, schedules and meeting materials for meetings with the Board of Directors; assist in guiding board discussions and in consultation with the Chairman of the Board of Directors, facilitate communication between the Board of Directors and management; and in consultation with the Chairman of the Board of Directors, interact with analysts, investors, employees and other key constituents. The Vice Chairman of the Board of Directors shall perform the duties of the Chairman of the Board of Directors in the absence or at the request of the Chairman of the Board of Directors. The Vice Chairman of the Board of Directors shall keep the Chairman of the Board of Directors informed, and shall consult with the Chairman of the Board of Directors, as to material internal and external discussions the Vice Chairman of the Board of Directors has and material developments the Vice Chairman of the Board of Directors learns, about the Corporation and the Board of Directors.

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, the Vice Chairman of the Board of Directors shall preside. If the Chairman and the Vice Chairman of the Board of Directors are not present, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman or Vice Chairman of the Board of Directors) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one (1) of their members to preside.

3. RESIGNATION AND VACANCIES. Any director or member of a committee may resign at any time. Such resignation shall be made to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the Secretary of the Corporation, in writing or by electronic transmission, and, except as otherwise provided in Article II, Section 8 herein with respect to any director nominee in any uncontested director election that receives a greater number of votes “against” his or her election than votes “for” his or her election, (a) shall take effect at the time specified therein and if no time is specified, at the time of its receipt and the acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation. Vacancies (whether by death, resignation, disqualification, removal or other cause) and newly created directorships resulting from any increase in the authorized number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next regular annual meeting of the stockholders and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, disqualification or removal.

4. REMOVAL. Directors of the Corporation may be removed in the manner provided in the Certificate of Incorporation and applicable law.

5. COMMITTEES. The Board of Directors may designate one or more committees, each committee to consist of one or more directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member or the Board of Directors to act at the committee meeting in the place of the absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (b) adopting, amending or repealing any By-law of the Corporation. Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein, by a resolution of the Board of Directors designating such committee, or required by law. Adequate provision shall be made for notice to members of all meetings; unless otherwise provided in such a resolution, at least a majority of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present.

6. MEETINGS. Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, the Chief Executive Officer or by the Secretary of the Corporation if directed by the Board of Directors and shall be called by them on the written request of any two (2) directors. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing notice not less than five (5) days before the meeting or by sending notice by guaranteed overnight carrier not less than forty-eight (48) hours before the meeting or by telephoning, hand delivering, telegraphing, faxing, e-mailing or sending by similar form of telecommunication notice or electronic transmission not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special

meeting. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors (whether regular or special), or any committee, by means of conference telephone call or by means of other communications equipment by which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

7. QUORUM AND VOTING. A majority of the Whole Board shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. The affirmative vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless applicable law, the Certificate of Incorporation or these By-laws shall require the vote of a greater number.

8. COMPENSATION. Directors shall be entitled to such compensation and fees (including reimbursement of reasonable expenses) for their services as directors or as members of committees as shall be authorized by resolution of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

9. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee designated by the Board of Directors, may be taken without a meeting, if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

10. POWERS. The Board of Directors shall have full power to manage the business and affairs of the Corporation; and all powers of the Corporation, except those specifically reserved or granted to the stockholders by statute, the Certificate of Incorporation or these By-laws, are hereby granted to and vested in the Board of Directors.

ARTICLE IV

OFFICERS

1. OFFICERS. The officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected by the Board of Directors and shall hold office until their successors are elected and qualified or until their earlier resignation or removal. In addition, the Board of Directors may elect a Chairman and a Vice Chairman of the Board of Directors and such Assistant Secretaries and Assistant Treasurers, as it may deem proper. Except for the Chief Executive Officer, none of the officers of the Corporation need be directors. Two or more offices may be held by the same person. The Chief Executive Officer may serve as Chairman if so elected by the Board of Directors.

2. OTHER OFFICERS AND AGENTS. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

3. CHIEF EXECUTIVE OFFICER. The Chief Executive Officer of the Corporation shall be responsible for the general supervision of the business and affairs of the Corporation and, except as set forth in these By-laws or a resolution of the Board of Directors, of the Corporation's other officers, and shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors. He may sign, execute and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except in cases where the signing and execution thereof shall be expressly and exclusively delegated by the Board of Directors, or by these By-laws, to some other officer or agent of the Corporation; and, in general, shall perform all duties incident to the office of Chief Executive Officer, and such other duties as from time to time may be assigned to him by the Board of Directors.

4. PRESIDENT. The President shall have such powers and shall perform such duties as from time to time shall be assigned to him by the Chief Executive Officer or the Board of Directors.

5. VICE-PRESIDENTS. Each Vice-President shall have such powers and shall perform such duties as from time to time shall be assigned to him by the Chief Executive Officer or the Board of Directors.

6. TREASURER. The Treasurer shall provide for the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall collect and deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositaries as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or the Chief Executive Officer, taking proper vouchers for such disbursements. He shall render to the Chief Executive Officer and the Board of Directors at meetings of the Board of Directors, or whenever the directors may request it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he shall give the Corporation a bond for the faithful discharge of his duties in such amount and with such surety as the Board of Directors shall prescribe. In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him by the Chief Executive Officer or the Board of Directors.

7. SECRETARY. The Secretary shall be present at and give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any Assistant Secretary or by any person thereunto directed by the Chief Executive Officer, or by the Board of Directors. He shall record all the proceedings of the meetings of the Corporation and of the Board of Directors in books to be kept for such purpose, and shall perform such other duties as may be assigned to him by the Chief Executive Officer or the Board of Directors. He shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the Chief Executive Officer, and attest the same. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board of Directors.

8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board of Directors shall otherwise determine. Assistant Treasurers and Assistant Secretaries, if any, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Chief Executive Officer or by the Board of Directors.

9. REMOVAL AND REMOVAL. Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3 of Article III of these By-laws.

10. ACTION WITH RESPECT TO SECURITIES OF OTHER CORPORATIONS. Unless otherwise directed by the Board of Directors, the Chief Executive Officer or any officer of the Corporation authorized by the Chief Executive Officer shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

11. CONTRACTS AND OTHER DOCUMENTS. The Chief Executive Officer and the Secretary, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

12. DELEGATION OF DUTIES. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provisions of these By-Laws.

13. VACANCIES. The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

GENERAL PROVISIONS

1. CERTIFICATES OF STOCK. The stock of the Corporation shall be represented by certificates unless the Board of Directors shall by resolution in accordance with applicable law provide that some or all of any class or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by, the Chairman of the Board of Directors or the Vice Chairman of the Board of Directors, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

2. SHARES WITHOUT CERTIFICATES. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the Delaware General Corporation Law, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written statement of the information required by the Delaware General Corporation Law. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

3. LOST CERTIFICATES. Unless otherwise provided by the Certificate of Incorporation, a new certificate of stock or uncertificated shares may be issued in the place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen, destroyed or mutilated, and (in the case of any certificate alleged to be lost, stolen or destroyed) the Board of Directors may, in its discretion, require the owner thereof or his legal representatives, to give the Corporation a bond, in such sum as the Board of Directors may direct, sufficient to indemnify the Corporation against any claim that may be made against it with respect to any such certificate, prior to the issuance of any new certificate.

4. TRANSFER OF SHARES. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extend evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the

Corporation to do so. The Board of Directors shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

5. STOCKHOLDER RECORD DATE. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which, unless otherwise required by law, shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any such other action. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to an adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

6. REGISTERED STOCKHOLDERS. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

7. DIVIDENDS. Subject to the provisions of law and the provisions of the Certificate of Incorporation or any resolution or resolutions adopted by the Board of Directors pursuant to authority expressly vested in it by the Certificate of Incorporation and Section 151 of the Delaware General Corporation Law, the Board of Directors may, to the fullest extent permitted by law, declare dividends upon the capital stock of the Corporation. Before declaring any dividend there may be set apart out of any funds of the Corporation legally available for dividends, such sum or sums as the Board of Directors from time to time in its discretion deem proper for working capital, future capital needs or as a reserve fund to meet contingencies or for such other purposes as the Board of Directors shall deem appropriate or in the interests of the Corporation.

8. SEAL. The Board of Directors may provide a suitable seal, containing the name of the Corporation and the words “CORPORATE SEAL DELAWARE”. Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

9. FACSIMILE SIGNATURES. In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these By-laws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

10. RELIANCE UPON BOOKS, REPORTS AND RECORDS. Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements made to the Corporation by any of its officers, or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

11. FISCAL YEAR. The fiscal year of the Corporation shall end on the Friday nearest September 30 in each year, and shall be subject to change, by resolution of the Board of Directors.

12. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall be determined from time to time by resolution of the Board of Directors.

13. NOTICE AND WAIVER OF NOTICE. Except as otherwise provided in this Section 13, whenever any notice is required to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if deposited in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise required by law.

Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation or these By-laws, a waiver thereof in writing, or by telegraph, fax or similar form of telecommunication or electronic transmission, whether before or after the time stated therein, shall be deemed equivalent thereto. Neither the business nor the purpose of any meeting needs to be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the sole purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

14. TIME PERIODS. In applying any provision of these By-laws which requires that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

15. SECTION HEADINGS. Section headings in these By-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

16. INCONSISTENT PROVISIONS. In the event that any provision of these By-laws is or becomes inconsistent with any provision of the Certificate of Incorporation, the Delaware General Corporation Law or any other applicable law, such provision of these By-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VI

AMENDMENTS

The Board of Directors is authorized to make, repeal, alter, amend change, add to and rescind, in whole or in part, these By-laws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation. Notwithstanding any other provisions of these By-laws or any provision of law which might otherwise permit a lesser vote of the stockholders, any amendment, alteration, rescission or repeal of these By-laws (including, without limitation, this Article VI) or adoption of any provision inconsistent herewith by our stockholders shall require the affirmative vote of the holders of at least seventy-five percent (75%) in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent trustee or representative or in any other capacity while serving as a director, officer, employee, agent trustee or representative, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the Delaware General Corporation Law, 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), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in this Article with respect to proceedings to enforce rights to indemnification and "advancement of expenses" (as defined below) or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

In addition to the right to indemnification conferred in this Article, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified or entitled to advancement for such expenses under this Article or otherwise. If a claim under this

Article is not paid in full by the Corporation within sixty (60) days after a written claim for indemnification has been received by the Corporation, and in the case of a claim for an advancement of expenses, within twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the Corporation.

The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee’s capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director of the Corporation at the request of the indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article, irrespective of any right of recovery the indemnitee may have from the indemnitee-related entities. Under no circumstance shall the Corporation be entitled to any right of subrogation or contribution by the indemnitee-related entities and no right of advancement or recovery the indemnitee may have from the indemnitee-related entities shall reduce or otherwise

alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any of the indemnitee-related entities shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the indemnitee-related entities effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this paragraph of this Article, entitled to enforce this paragraph of this Article.

For purposes of this Article, the following terms shall have the following meanings: The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both the indemnitee-related entities and the Corporation pursuant to Delaware law, any agreement or certificate of incorporation, by-laws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or the indemnitee-related entities, as applicable.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

The rights conferred upon indemnitees in this Article shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

[●], 2019

Exhibit 10.1

STEWARDSHIP FRAMEWORK AGREEMENT

October 6, 2019

MR BridgeStone Advisor LLC
712 Fifth Avenue, Suite 17F
New York, New York 10019
Attn: Paul C. Hilal

Ladies and Gentlemen:

Aramark (the "Company"), on the one hand, and MR BridgeStone Advisor LLC ("Mantle Ridge"), on behalf of itself and its affiliated funds (such funds, together with Mantle Ridge, collectively, the "Mantle Ridge Group"), on the other hand, have mutually agreed to the terms contained in this Stewardship Framework Agreement (this "Letter Agreement"). For purposes of this Letter Agreement, we refer to each of the Company and the Mantle Ridge Group as a "Party" and, collectively, as the "Parties."

1. Board Matters.

(a) Board Actions. As of the date of this Letter Agreement, the Board of Directors of the Company (the "Board") has taken the following actions:

(i) the Board has duly appointed Paul C. Hilal (referred to in this Letter Agreement, collectively with any Successor Director (as defined below) as the "Mantle Ridge Director"), John J. Zillmer, Susan Cameron, Art Winkleblack and Karen King (collectively with the Mantle Ridge Director, the "Initial New Directors") to serve as directors of the Company with terms expiring at the Company's next annual meeting of stockholders (including any adjournments or postponements thereof, the "2020 Annual Meeting"), effective as of the date and time this Letter Agreement is fully executed and delivered;

(ii) the Board has accepted the resignations of Pierre-Olivier Beckers-Vieujant, Lisa Bisaccia, Patricia B. Morrison and John A. Quelch, effective as of the date and time this Letter Agreement is fully executed and delivered (the "Resigning Directors");

(iii) the Board has duly adopted a resolution to increase the size of the Board to ten (10) directors, effective as of the date hereof, and to further increase the size of the Board to eleven (11) directors effective upon the completion of the director elections at the 2020 Annual Meeting;

(iv) the Board has resolved to nominate each of the Initial New Directors and Calvin Darden, Richard W. Dreiling, Irene M. Esteves, Daniel J. Heinrich and Stephen I. Sadove (Mr. Darden, Ms. Esteves, and Messrs. Sadove, Dreiling and Heinrich, the "Remaining Directors") for reelection to the Board, and Greg Creed (Mr. Creed, together with the Initial New Directors, the "New Directors") for election to the Board, at the 2020 Annual Meeting;

(v) the Board has determined that each of the New Directors, other than Mr. Zillmer, is "independent" under the rules and regulations of the New York Stock Exchange (the "NYSE"), and the Company agrees to take such position with the NYSE and other applicable regulatory authorities with respect to each New Director as long as any such New Director continues to reasonably meet such requirements;

(vi) the Board has duly amended and restated the By-Laws of the Company so that they now read in full as set forth in Exhibit A (the "Amended Bylaws"); and

(vii) the Board has duly appointed Mr. Hilal to serve as Vice Chairman of the Board, effective upon his becoming a director as provided in subparagraph (i) above.

(b) Corporate Governance Guidelines. The Company agrees to promptly amend the Company's Corporate Governance Guidelines (the "Corporate Governance Guidelines") to reflect the addition of the role of Vice Chairman of the Board.

(c) Board Size. For a period of three (3) years after the date of this Letter Agreement, the size of the Board will be not more than eleven (11) directors.

(d) 2020 Annual Meeting Nominees. The Company agrees that the slate of nominees recommended by the Board in the Company's proxy statement and on its proxy card relating to the 2020 Annual Meeting shall consist of each of the New Directors and the Remaining Directors, each of whom has consented to being named in the proxy statement for the 2020 Annual Meeting. The Company shall use its reasonable best efforts to cause the election of the New Directors and the Remaining Directors at the 2020 Annual Meeting (including listing such persons in the proxy statement and proxy card prepared, filed and delivered in connection with such meeting and advocating that the Company's stockholders vote in favor of the election of such individuals (and otherwise supporting each of them for election in a manner no less rigorous and favorable than the manner in which the Company supports any other nominees) (such efforts, the "Election Efforts")).

(e) Company Policies. Except as set forth in Section 4, the Mantle Ridge Group acknowledges that the policies, procedures, processes, codes, rules, standards and guidelines applicable to other directors of the Company, including the Corporate Governance Guidelines and Business Conduct Policy (as may be amended from time to time, collectively, the "Company Policies") will be applicable to the New Directors as well during their respective terms of service. The Company represents and warrants that all Company Policies currently in effect are publicly available on the Company's website or have been provided to the Mantle Ridge Group or their counsel.

(f) Non-Interference. Except as required by applicable law or stock exchange rules or listing standards, the Company will not alter or adopt any Company Policies or amend its by-laws in a manner that would materially interfere with the purpose of this Letter Agreement.

(g) Special Meeting Proposal. The Company agrees that the Company's proxy statement and proxy card relating to the 2020 Annual Meeting shall include a proposal to amend the Company's Amended and Restated Certificate of Incorporation to permit the holders of at least fifteen percent (15%) of the Company's outstanding shares of common stock, par value $0.01 per share (the "Common Stock"), to call special meetings of stockholders for any

purpose permissible under applicable law (the "Special Meeting Proposal"), which amendment and any disclosure thereto shall be in a form reasonably acceptable to the Mantle Ridge Group, and that the Board shall recommend that the Company's stockholders approve the Special Meeting Proposal and use reasonable best efforts to obtain stockholder approval of the Special Meeting Proposal, including the solicitation of proxies.

(h) Review of Proxy Materials. The Company further agrees that the Mantle Ridge Group will have the opportunity to review the Company's proxy statement and proxy card and any additional solicitation materials relating to the 2020 Annual Meeting in advance of filing or first use and that the Company will consider in good faith any comments provided by the Mantle Ridge Group.

(i) Committees. Effective as of the date of this Letter Agreement, the Board has resolved to dissolve the Stock Committee of the Board, and to reconstitute the leadership and composition of the committees of the Board as set forth on Exhibit B, and the Company shall maintain such committee leadership and composition until at least immediately prior to the 2021 annual meeting of the Company's stockholders subject to the committee members' continued compliance with director independence requirements of the NYSE for serving on the relevant committee. Following such period, the leadership and composition of the committees of the Board shall be determined by the Board taking into consideration the recommendation of the Nominating and Corporate Governance Committee. Subject to Section 10(a), each director will have access to all Board committee materials and be entitled to attend any and all Board committee meetings at his or her discretion.

(j) Continuity of Representation.

(i) If during the term of this Letter Agreement the Mantle Ridge Director ceases to serve as a member of the Board, the Mantle Ridge Group shall be entitled to have another individual appointed to the Board (a "Successor Director"), and the Company shall take all necessary actions to cause any such Successor Director to be appointed to the Board promptly after receiving notice by Mantle Ridge of the identity of such person. All references to the Mantle Ridge Director, for purposes of this Letter Agreement, shall be deemed references to such Successor Director in the event that a Successor Director is appointed.

(ii) Notwithstanding the foregoing, the Board shall not be required to appoint any individual as a Successor Director if the Board, in good faith, upon the advice of outside legal counsel, determines that it could not appoint the proposed director without violating their fiduciary duties under applicable law.

(iii) In the event a Successor Director proposed by the Mantle Ridge Group is rejected, the Mantle Ridge Group shall be entitled to continue proposing successive replacements to the Board and any such replacement shall be promptly, and in any event within ten (10) days, appointed to the Board (subject to the Board's right to make the fiduciary determination described in subparagraph (ii) above).

(iv) The onboarding of the Successor Director will be through a reasonable and customary process no more onerous, burdensome or time consuming than the process for

onboarding any other director to the Board, and there will be no procedure, policy or other obstacle erected with the intent or effect of prejudicing a Successor Director's ability to timely join the Board. The Successor Director will timely comply with this process.

(v) Any Successor Director appointed to the Board in accordance with this Section 1(j) shall, subject to compliance with director independence and other standards of the NYSE or any successor thereto and the Securities and Exchange Commission (the "SEC"), take over in capacity of the Vice Chairman and be appointed to all applicable committees of the Board on which the Mantle Ridge Director served immediately prior to the resignation, removal or incapacity of, or other circumstances regarding, the Mantle Ridge Director giving rise to the appointment of the Successor Director. The Company shall exercise reasonable best efforts, in cooperation with Mantle Ridge, to ensure that the Successor Director is found independent by the relevant regulatory entities so long as the Successor Director reasonably satisfies such independence requirements.

(vi) While this Letter Agreement remains in effect, the Company shall use reasonable best efforts to cause the election of the Mantle Ridge Director to the Board at each annual meeting of stockholders (or special meeting called for the purpose of electing directors) (including using all Election Efforts).

(k) Vice Chairman. The Company shall maintain the position of the Vice Chairman of the Board with rights and authorities as defined in the Amended Bylaws and the appointment of the Mantle Ridge Director to such position, in each case, at all times for as long as this Letter Agreement remains in effect.

(l) 2020 Annual Meeting. The Company shall hold the 2020 Annual Meeting as promptly as reasonably practicable but in no event later than January 29, 2020, and shall cooperate with Mantle Ridge in setting a record date with a view to setting a record date, consistent with applicable law and regulation, that seeks to provide stockholders ample time for consideration while also minimizing the number of "empty" shares (i.e., shares that are transferred following the record date and therefore unlikely to be voted). Through the 2020 Annual Meeting, each member of the Mantle Ridge Group will (i) cause, in the case of all shares of Common Stock owned of record, such shares and (ii) cause the record owner, in the case of all shares of Common Stock beneficially owned but not owned of record, and for which the Mantle Ridge Group has the right to direct the vote, in each case directly or indirectly, by any member of the Mantle Ridge Group and any of its or their affiliates and associates (such terms are defined for purposes of this Letter Agreement as they are defined in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of the record date for the 2020 Annual Meeting to cause such shares, (x) to be present for quorum purposes, (y) to be voted in favor of all nominees of the Company in its proxy statement for the 2020 Annual Meeting for election to the Board that are nominated in accordance with and as required by this Letter Agreement and against the removal of any such director at such meeting, and (z) to approve an increase in the equity issuable under the Company's benefit plans to the extent approved by the Board after the date of this Letter Agreement.

(m) Interim Special Meetings. Except as required by applicable law, the Company shall not call or hold any interim special meeting of stockholders prior to the 2020 Annual Meeting.

(n) Board Meeting Dates. The Company agrees to adopt the calendar of mutually agreed upon dates for scheduled Board meetings, as designated by Mantle Ridge and disclosed to the Company's counsel by Mantle Ridge's counsel on October 6, 2019, in an e-mail with the subject line "Board Meeting Dates", to be the dates of the meetings of the Board during the calendar years 2020 and 2021 and the remainder of 2019. The Company will, in consultation with Mantle Ridge, seek to minimize conflicts of the Board members in scheduling any special meetings of the Board while this Letter Agreement remains in effect and shall permit Board members to attend by phone or video conference to the extent necessary.

(o) Observer Rights. From and after the date of this Letter Agreement until the 2020 Annual Meeting, the Company shall invite Mr. Creed to attend all meetings of the Board (or any committee thereof) in a nonvoting observer capacity. In connection therewith, the Company shall provide Mr. Creed with copies of all notices, minutes, consents and other materials that it provides members of the Board concurrently as such materials are provided to the directors, with the only exception being solely that portion of any such materials subject to the attorney-client privilege (if any) that are provided to Board members in a privileged context for which outside legal counsel has advised that sharing such information would be reasonably likely to result in a loss of such privilege; ***provided*** that in any such case the Company shall use reasonable best efforts to make arrangements (including redacting information or entering into a common interest agreement) that would maximize the ability to provide any such materials without so jeopardizing privilege.

2. Chief Executive Officer. As of the date of this Letter Agreement, the Board (a) has duly appointed Mr. Zillmer as Chief Executive Officer of the Company, (b) has dissolved the Office of the Chairman and (c) has terminated the services of any search firm retained to identify a new Chief Executive Officer.

3. Registration Rights. Promptly following the execution of this Letter Agreement (but in no event later than thirty days following the date hereof), the Company and the Mantle Ridge Group shall enter into a registration rights agreement granting to the Mantle Ridge Group customary and reasonable registration rights with respect to shares of Common Stock beneficially owned by the Mantle Ridge Group, which shall include customary and reasonable limitations on such registration rights.

4. Company Policies.

(a) Company Information. The Company acknowledges and agrees that none of the confidentiality provisions contained in the Company Policies or any other provision contained in any other document, agreement or policy of the Company shall be deemed to restrict the Mantle Ridge Director from sharing any "confidential information" provided by the Company to the Mantle Ridge Director in connection with his or her service as a director (such information and any notes, analyses, reports, models, compilations, studies, interpretations, documents, records or extracts thereof containing or based upon such information, in whole or in part, "Company Information") with any of the Mantle Ridge

Group's employees or advisors who need to know such Company Information for the purpose of assisting the Mantle Ridge Group in evaluating and monitoring its investment in the Company, and the Mantle Ridge Director is expressly permitted to share Company Information only with such employees and advisors; ***provided***, ***that***, such employees or advisors either agree to maintain the confidentiality of Company Information to the same extent as required of the Mantle Ridge Director as a director of the Company or are otherwise bound (by fiduciary or other professional duty) to maintain the confidentiality of Company Information; ***provided***, ***further***, that if such employees or advisors fail to maintain the confidentiality of Company Information, Mantle Ridge shall be responsible for any non-compliance by such employees or advisors. Notwithstanding this Section 4(a), in the event that the Company's counsel designates in writing any materials provided to the Mantle Ridge Director as subject to the attorney-client privilege by labeling it "Privileged and Confidential," then before providing any such information to the Mantle Ridge Group's employees or advisors, the Mantle Ridge Director shall consult with legal counsel to Mantle Ridge as to whether the provision of such information would be reasonably likely to result in a loss of such privilege, and such counsel shall consult with counsel to the Company with regard to such matters. After receiving the advice of Mantle Ridge's counsel, the Mantle Ridge Director will have the sole discretion as to whether to provide such information to the Mantle Ridge Group's employees or advisors. At the request of Mantle Ridge, the Company shall use reasonable best efforts to make arrangements (including by providing redacted copies of materials or entering into a common interest agreement) that would maximize the ability of the Mantle Ridge Director to provide such materials without jeopardizing legal privilege.

(b) Confidentiality. The Mantle Ridge Group shall maintain the confidentiality of the Company Information to the same extent as required of the Mantle Ridge Director as a director of the Company and shall only use, and shall cause its employees and advisors to only use, Company Information in connection with the Mantle Ridge Group's investment in the Company. The Mantle Ridge Director shall not be subject to any restrictions or requirements relating to the use, disclosure, handling, return or destruction of confidential information that are more onerous than those applied to any other director of the Company, it being understood and agreed that the Mantle Ridge Director shall not be requested or required to return or destroy confidential information unless all other present or former (if the Mantle Ridge Director is no longer serving on the Board) also receive the same request.

(c) Return of Company Information. Following such time as the Mantle Ridge Director is no longer serving on the Board, Mantle Ridge will, promptly following the Company's written request, return to the Company or destroy, at Mantle Ridge's option, all hard copies of Company Information and use commercially reasonable efforts to permanently erase or delete all electronic copies of the Company Information in the Mantle Ridge Group's or any of its employees' or advisors' possession or control (and, upon the request of the Company, the Mantle Ridge Group shall promptly certify to the Company that such Company Information has been erased or deleted, as the case may be); ***provided***, ***however***, that (i) at Mantle Ridge's election, it may retain any such information subject to the confidentiality terms hereof so long as it certifies to the Company that it will hold such information in a manner consistent with the most sensitive confidential information of the Mantle Ridge Group and that it will maintain the confidentiality of such information in accordance with the

terms hereof, and (ii) if Mantle Ridge does not make the election described in clause (i), neither the Mantle Ridge Group nor any of its employees or advisors shall be required to destroy any computer records or files containing any Company Information that have been created pursuant to automatic electronic archiving and back-up procedures in the ordinary course of business where it would be unduly burdensome to do so or would be contrary to applicable law or applicable rules or regulations of any national securities exchange so long as such Confidential Information is not accessed other than as required by applicable law or applicable rules or regulations of any national securities exchange.

(d) Policies Applicable to Mantle Ridge. The Company further acknowledges and agrees that, except for restrictions set forth in Company's Securities Trading Policy under the heading "Prohibitions Against Trading on or Tipping Non-Public Information," in each case with respect to prohibiting insider trading and confidentiality (subject to Section 4(a)), none of the restrictions contained in the Company Policies applicable to the Mantle Ridge Director (as a director), including any restrictions on pledging or making purchases on margin of, or entering into derivative or hedging arrangements (including options) with respect to, securities of the Company, or otherwise trading the Company's securities during open window periods (it being understood and agreed that the Mantle Ridge Group shall be free to trade in the Company's securities during open trading window periods without the prior approval of the Company, and shall only be prohibited from trading during blackout periods generally applicable to all of the Company's directors and senior insiders), shall be deemed to apply to the Mantle Ridge Group (other than the Mantle Ridge Director in his capacity as a director of the Company).

(e) Permitted Disclosure. Notwithstanding anything to the contrary set forth in this Letter Agreement, nothing in this Letter Agreement shall restrict or limit the ability of the Mantle Ridge Group from engaging in a proxy contest, it being agreed that the Mantle Ridge Group and its representatives shall be entitled to disclose that portion of (and only such portion of) Company Information required to be disclosed by applicable law in order to engage in such a proxy contest.

5. Certain Actions. Subject to Section 10(a), neither the Board nor any of the New Directors or the Remaining Directors shall utilize committees of the Board for the purpose of discriminating against any director of the Board in order to limit any of their participation in substantive deliberations of the Board.

6. Press Release; Schedule 13D Amendment; Form 8-K. The Parties agree that promptly following the execution and delivery of this Letter Agreement by the Parties:

(a) the Company will issue the press release attached to this Letter Agreement as Exhibit C and file a Current Report on Form 8-K in the form attached to this Letter Agreement as Exhibit D; and

(b) Mantle Ridge will file an amendment to its Schedule 13D in the form attached to this Letter Agreement as Exhibit E.

7. Power and Authority of the Company. The Company represents and warrants to the Mantle Ridge Group that (a) the Company has the corporate power and authority to execute and

deliver this Letter Agreement and to bind it hereto, (b) this Letter Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms and (c) the execution, delivery and performance of this Letter Agreement by the Company does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

8. Power and Authority of the Mantle Ridge Group. Each member of the Mantle Ridge Group represents and warrants to the Company that (a) Mantle Ridge, as the authorized signatory of such member of the Mantle Ridge Group, has the power and authority to execute and deliver this Letter Agreement and to bind such member of the Mantle Ridge Group hereto (b) this Letter Agreement has been duly authorized, executed and delivered by such member of the Mantle Ridge Group, constitutes a valid and binding obligation of such member of the Mantle Ridge Group, and is enforceable against each such member of the Mantle Ridge Group in accordance with its terms, (c) the execution of this Letter Agreement by such member of the Mantle Ridge Group does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to such member of the Mantle Ridge Group, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which such member is a party or by which it is bound and (d) the Mantle Ridge Group beneficially owns in the aggregate approximately 24,097,165 shares of Common Stock and has additional economic exposure to 25,209,305 shares of Common Stock under certain cash-settled derivative agreements. Other than as set forth in this Letter Agreement, the Mantle Ridge Group does not have any economic exposure to or voting power with respect to the Company.

9. Term.

(a) Minimum Threshold. Each Party's obligations under this Letter Agreement will extend until, and terminate upon, the earlier to occur of (i) such time as the Mantle Ridge Group's Economic Ownership Position (as defined below) with respect to the Company's Common Stock ceases to represent at least two percent (2.0%) of the outstanding Common Stock (excluding the effects of any issuance of shares by the Company or similar transaction that increases the number of outstanding shares of Common Stock) and (ii) the end of the first consecutive twelve (12)-month period after the date of this Letter Agreement for the entirety of which the Mantle Ridge Group's Net Long Position (as defined below) with respect to the Company's Common Stock ceases to represent at least two percent (2.0%) of the outstanding Common Stock (excluding the effects of any issuance of shares by the Company or similar transaction that increases the number of outstanding shares of Common Stock); *provided, that*, Section 4 shall continue in full force and effect until the date that is twelve (12) months after the date that a Mantle Ridge Director no longer serves as a director of the Company.

(b) Resignation. If at any time prior to the 2020 Annual Meeting, the Mantle Ridge Group's Economic Ownership Position with respect to the Company's Common Stock ceases to represent at least five percent (5.0%) of the outstanding Common Stock (excluding the effects of any issuance of shares by the Company or similar transaction that increases the number of outstanding shares of Common Stock), the Mantle Ridge Group shall promptly (i) notify the Company that the Mantle Ridge Group's Economic Ownership Position with respect to the Company's Common Stock ceases to represent at least five percent (5.0%) of the outstanding Common Stock and (ii) cause the Mantle Ridge Director to tender his or her resignation from the Board, any committee thereof and any other position at the Company or any of its subsidiaries.

(c) Economic Ownership Position; Net Long Position. For purposes of this Letter Agreement, (i) the Mantle Ridge's Group "Economic Ownership Position" shall be equal to the sum of (x) the aggregate number of shares of Common Stock beneficially owned (as defined in Rule 13d-3 under the Exchange Act) by the Mantle Ridge Group and (y) the aggregate number of shares of Common Stock which are the subject of, or the reference securities for, or which underlie, Synthetic Positions of the Mantle Ridge Group, (ii) "Synthetic Position" shall mean any option, warrant, convertible security, stock appreciation right, or other security, contract right or derivative position or similar right (including any "swap" transaction with respect to any security, other than a broad based market basket or index), whether or not presently exercisable, that has an exercise or conversion privilege or a settlement payment or mechanism at a price related to the value of the Common Stock or a value determined in whole or in part with reference to, or derived in whole or in part from, the value of the Common Stock and that increases in value as the market price or value of the Common Stock increases or that provides an opportunity, directly or indirectly, to profit or share in any profit derived from any increase in the value of the Common Stock, in each case regardless of whether (x) it conveys any voting rights in such Common Stock to any person, (y) it is required to be or capable of being settled, in whole or in part, in Common Stock or (z) any person (including the holder of such Synthetic Position) may have entered into other transactions that hedge its economic effect, and (iii) the Mantle Ridge Group's "Net Long Position" shall be equal to (x) the Mantle Ridge Group's Economic Ownership Position *minus* (ii) the number of shares of Common Stock which are the subject of, or the reference securities for, or which underlie, derivative securities or contracts held by the Mantle Ridge Group that increase in value as the market price or value of the Common Stock decreases.

10. Fiduciary Duties; Rights of New Directors.

(a) Fiduciary Duties. Nothing in this Letter Agreement will be deemed to require the violation of the fiduciary duties of any director of the Company under Delaware law in the director's capacity as such.

(b) Rights of New Directors. Mantle Ridge acknowledges that the New Directors shall have all of the rights and obligations, including fiduciary duties to the Company and its stockholders, of a director under applicable law and the Company's organizational documents while such New Directors are serving on the Board.

(c) New Director Compensation. The Company agrees that the New Directors (other than Mr. Zillmer) shall receive:

(i) the same benefits of director and officer insurance, and any indemnity and exculpation arrangements available generally to the directors of the Board;

(ii) the same compensation for his or her service as a director (including for committee and committee chair service) as the compensation received by other non-management directors on the Board; and

(iii) such other benefits on the same basis as all other non-management directors on the Board, including, unless otherwise requested by such New Director, having the Company (or legal counsel) prepare and file with the SEC, at the Company's expense, any Form 3, Form 4 and Form 5 under Section 16 of the Exchange Act that are required to be filed by each director of the Company.

(d) Resigning Director Compensation. Mantle Ridge acknowledges that the Resigning Directors will (i) continue to have the same benefits of director and officer insurance, and any indemnity and exculpation arrangements available prior to the execution of this Letter Agreement; and (ii) have their annual grant of deferred stock units received in 2019 fully vested upon their resignation from the Board.

11. Trading in Company Securities. Each member of the Mantle Ridge Group acknowledges that it, and its employees and advisors, may have access to information concerning the Company constituting material non-public information under applicable federal and state securities laws, and each member of the Mantle Ridge Group agrees that neither it nor any of its employees or advisors shall trade or engage in any derivative or other transaction on the basis of such information in violation of such laws.

12. Expenses. Each Party shall be responsible for its own fees and expenses incurred in connection with Mantle Ridge's involvement at the Company through the date hereof (including but not limited to the negotiation and execution of this Letter Agreement) and effectuation of this Letter Agreement.

13. Counterparts. This Letter Agreement may be executed in two or more counterparts, each of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile).

14. Specific Performance. Each Party acknowledges and agrees that irreparable injury to the other Party would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached and that money damages are not an adequate remedy for such a breach. It is accordingly agreed that each Party may be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof. Each Party agrees to waive any bonding requirement under any applicable law in the case any other Party seeks to enforce the terms by way of equitable relief.

15. APPLICABLE LAW AND JURISDICTION. THIS LETTER AGREEMENT WILL BE GOVERNED BY, AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE

STATE OF DELAWARE WITHOUT REFERENCE TO CONFLICTS OF LAWS PRINCIPLES. EACH OF THE PARTIES IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING BASED ON OR ARISING OUT OF THIS LETTER AGREEMENT WILL BE BROUGHT EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (OR, IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL COURT WITHIN THE STATE OF DELAWARE). EACH OF THE PARTIES IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY WAIVES ANY ARGUMENT THAT SUCH COURTS ARE AN INCONVENIENT OR IMPROPER FORUM. EACH PARTY CONSENTS TO SERVICE OF PROCESS BY A REPUTABLE OVERNIGHT DELIVERY SERVICE, SIGNATURE REQUESTED, TO THE ADDRESS OF SUCH PARTY'S PRINCIPAL PLACE OF BUSINESS OR AS OTHERWISE PROVIDED BY APPLICABLE LAW.

16. Notice. All notices, consents, requests, instructions, approvals and other communications provided for in this Letter Agreement and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, (a) if given by telecopy, when such telecopy is transmitted to the telecopy number set forth below, and the appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this Section:

If to the Company:

Aramark
2400 Market Street
Philadelphia, Pennsylvania 19103
Attention: Lauren Harrington
Facsimile: (215) 238-8279

With a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: David A. Katz, Esq.
Facsimile: (212) 403-2000

If to Mantle Ridge:

MR BridgeStone Advisor LLC
c/o Mantle Ridge LP
712 Fifth Avenue, Suite 17F
New York, NY 10019
Attention: Paul C. Hilal

Facsimile: (646) 762-8541

With a copy to (which shall not constitute notice):

Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Stephen Fraidin; Richard M. Brand
Facsimile: (212) 504-6666

17. Entire Agreement; Amendment. This Letter Agreement, including exhibits and schedules attached to this Letter Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof. This Letter Agreement may be amended only by an agreement in writing executed by the Parties, and no waiver of compliance with any provision or condition of this Letter Agreement and no consent provided for in this Letter Agreement shall be effective unless evidenced by a written instrument executed by the Party against whom such waiver or consent is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

18. Severability. If at any time subsequent to the date of this Letter Agreement, any provision of this Letter Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Letter Agreement.

19. No Third Party Beneficiaries; Assignment. This Letter Agreement is solely for the benefit of the Parties and is not binding upon or enforceable by any other persons. No Party may assign its rights or delegate its obligations under this Letter Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. Nothing in this Letter Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Letter Agreement on any persons other than the Parties, nor is anything in this Letter Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party.

20. Interpretation and Construction. When a reference is made in this Letter Agreement to a Section, such reference shall be to a Section of this Letter Agreement, unless otherwise indicated. The headings contained in this Letter Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Letter Agreement. Whenever the words “include,” “includes” and “including” are used in this Letter Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Letter Agreement shall refer to this Letter Agreement as a whole and not to any particular provision of this Letter Agreement. The word “will” shall be construed to have the same meaning as the word “shall.” The words “dates hereof” will refer to the date of this Letter Agreement. The word “or” is not exclusive. The definitions contained in this Letter Agreement are applicable to the singular as well as the plural

forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to in this Letter Agreement means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented. For purposes of this Letter Agreement the terms “person” or “persons” shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Letter Agreement, and that it has executed the same with the advice of said independent counsel. Each Party cooperated and participated in the drafting and preparation of this Letter Agreement and the documents referred to in this Letter Agreement, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Letter Agreement against any Party that drafted or prepared it is of no application and is expressly waived by each of the Parties, and any controversy over interpretations of this Letter Agreement shall be decided without regards to events of drafting or preparation.

[*Signature Page Follows*]

If the terms of this Letter Agreement are in accordance with your understanding, please sign below and this Letter Agreement will constitute a binding agreement among us.

ARAMARK

By: /s/ Stephen I. Sadove
Name: Stephen I. Sadove
Title: Chairman of the Board of Directors, Aramark

Acknowledged and agreed to as of the date first written above:

MR BRIDGESTONE ADVISOR LLC, on behalf of itself and its affiliated funds

By: Mantle Ridge LP, its sole member

By: Mantle Ridge GP LLC, its general partner

By: PCH MR Advisor Holdings LLC, its managing member

By: /s/ Paul C. Hilal
Name: Paul C. Hilal
Title: Sole Member

Exhibit 10.2

October 6, 2019

Mr. John J. Zillmer
VIA ELECTRONIC DELIVERY

Dear John:

On behalf of Aramark (the "*Company*"), I am extremely pleased to offer you the position of Chief Executive Officer of the Company ("*CEO*"), in accordance with the general terms and conditions of this letter agreement. As CEO, you will perform your duties from the Company's headquarters in Philadelphia, Pennsylvania, will report to the Board of Directors of the Company (the "*Board*") and will have such duties and authorities as are set forth in the Company's by-laws or as are assigned from time to time by the Board, which such duties will be commensurate with your position as CEO. In connection with your commencement of employment, you will be appointed to serve as a member of the Board, without additional compensation for such service. Thereafter, you will be included as a nominee for election to the Board at each annual shareholders meeting which occurs while you are CEO, in accordance with the Company's by-laws. Your employment with the Company will be at-will and may be terminated by the Company at any time, subject to the terms and conditions of that certain Aramark Agreement Relating to Employment and Post-Employment Competition to be executed by and between you and the Company in the form attached to this letter agreement as Exhibit A (the "*Employment Agreement*") upon or prior to your commencement of employment. By signing this letter agreement, you agree to resign, without disagreement, from the Board upon any termination of your employment for any reason.

With respect to compensation for your services as CEO, you will receive the following compensation and benefits, from which the Company shall be entitled to withhold any amount required by law:

1) The Company shall pay you a base salary ("*Base Salary*") at the initial rate of $1,300,000 per annum, payable in accordance with the customary payroll practices for senior executives of the Company. The compensation committee of the Board ("*Committee*") shall review your performance on a periodic basis and, in its sole discretion, may (but is not required to) increase your Base Salary. Any such increased salary shall thereafter be your Base Salary.

2) Commencing in fiscal year 2020, the Company shall provide you with an annual cash target bonus opportunity that will be determined annually by the Committee, with an initial target of 175% of your Base Salary, payable upon the Company's achievement of certain performance targets established annually by the Committee, consistent with current practice based on management's recommendation of the annual business plan, all pursuant to the terms of the annual bonus plan applicable to the executive officers of the Company, as in effect from time to time (the "*Bonus Plan*").

3) You will be entitled to four weeks' paid vacation per calendar year, and you (and your dependents, as applicable) will be eligible to participate in the following Company plans and programs, in each case as in effect from time to time: the Company's Executive Supplemental Health Plan, Executive Physical Program, Executive Disability Plan, Executive Term Life Plan, Matching Gifts Program, the Savings Incentive Retirement Plan and the Deferred Compensation Plan.

4) You will be entitled to the following perquisites under the Company's policies in place from time to time: (i) Company-provided financial planning services on the same terms as provided to other Company executives, (ii) the use of the Company airplane to the extent maintained by the Company and otherwise first class airfare, for business travel, and (iii) a car allowance and parking in the garage located on the Company's premises on the same terms as provided to other Company executives. For the avoidance of doubt, you will not be entitled to any additional perquisites absent Committee approval. In addition, and notwithstanding anything to the contrary in the Employment Agreement, the Company will reimburse you or pay for the legal fees and costs you have incurred in negotiating this letter agreement and the Employment Agreement, in an amount not to exceed $35,000, subject to timely submission of documentation of same to the Company.

5) In addition to the foregoing, the Company shall recommend to the Committee that you be granted, in connection with the Company's annual equity incentive grant cycle, the following opportunities to acquire shares of Company common stock ("*Common Stock*"), to be granted to you on the later of the date of your commencement of employment with the Company and the date in November 2019 on which the Company makes its annual equity incentive awards under the Company's Amended and Restated 2013 Stock Incentive Plan (the "*Stock Plan*"):

   (a) A grant of non-qualified stock options to purchase shares of Common Stock having a grant date fair value of $2.85 million, which option shall have a per share exercise price equal to the fair market value of one share of Common Stock on the date of grant of such option determined in accordance with the terms of the Stock Plan. We anticipate that this grant will be pursuant to the form of Non-Qualified Stock Option Agreement attached to this letter agreement as Exhibit B (any option granted pursuant to such form, a "*NQSO Grant*") and, in the case of any NQSO Grants awarded in 2019, such NQSO Grants shall be on terms no less favorable than those set forth in Exhibit B. The NQSO Grant will be comprised of a "time vesting" option, which option will vest subject to your continued service with the Company annually over four years following the grant date, and otherwise in accordance with the terms of the NQSO Grant and Stock Plan.

   (b) A grant of restricted stock units ("*RSUs*") having a grant date fair value of $1.9 million. We anticipate that this grant will be pursuant to the form of Performance-Stock Unit Agreement attached to this letter agreement as Exhibit C (any RSU granted pursuant to such form, an "*RSU Grant*") and, in the case of any RSU Grants

awarded in 2019, such RSU Grants shall be on terms no less favorable than those set forth in Exhibit C. These RSUs shall vest subject to your continued service with the Company annually over four years following the grant date, and otherwise in accordance with the terms of the RSU Grant and Stock Plan.

(c) A grant of performance stock units ("*PSUs*") having a grant date fair value of $4.75 million. We anticipate that this grant will be pursuant to the form of Performance Stock Unit Agreement attached to this letter agreement as Exhibit D (any PSU granted pursuant to such form, a "*PSU Grant*") and, in the case of any PSU Grants awarded in 2019, such PSU Grants shall be on terms no less favorable than those set forth in Exhibit D. These PSUs shall cliff vest at the end of a three-fiscal year performance period, subject to achievement of performance metrics established for the FY2020-2022 performance cycle in accordance with the terms established by the Committee in November 2019, subject to your continued service with the Company during such performance period, and otherwise in accordance with the terms of the PSU Grant and Stock Plan.

In connection with each Company annual grant cycle following November 2019, the Company agrees to provide you with an opportunity to receive equity awards having a total target grant date fair value equal to not less than $9.5 million, with (i) the actual target grant date fair value of such awards to be determined by the Committee, (ii) any performance-based awards to be granted to be subject to achievement of applicable performance metrics and in accordance with terms to be established by the Committee, and (iii) the amount (if any) of time-vesting equity awards that will be allocated to you will be no less favorable than those allocated to any other senior executive officer of the Company in connection with any such annual grant cycle.

Additionally, you will be required to hold Common Stock having a fair market value equal to six times your Base Salary (or such other amount of Common Stock as the Board may determine applicable to you in your capacity as CEO), all in accordance with Company stock ownership guidelines, as in effect from time to time.

Upon or prior to your commencement of employment, you and the Company shall execute an Indemnification Agreement in the form attached as Exhibit E.

You hereby represent to the Company that the execution and delivery of this letter agreement by you and the performance by you of your duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which you are a party or otherwise bound. Whether you will be permitted to serve on other boards of directors or trustees of a business corporation or other for-profit business entity will be determined by the Board following the date of your commencement of employment with the Company. You shall also be entitled to serve on such other not-for-profit boards of directors as you may elect; provided, however, that you agree that substantially all of your business time shall be spent in the furtherance of your duties under this letter agreement.

The offer of employment hereunder is subject to your satisfactory completion of the Company's hiring procedures, including but not limited to a background check and drug test. If the foregoing terms and conditions (including the terms of the Employment Agreement set forth

in Exhibit A and the equity award agreements set forth in Exhibits B, C and D) are acceptable and agreed to by you, please countersign on the line provided below to signify such acceptance and agreement and return the executed copy to the undersigned. This letter agreement will be subject to the laws of the State of Pennsylvania.

[*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*]

Sincerely,

/s/ Stephen I. Sadove
Stephen I. Sadove
Chairman of the Board of Directors,
Aramark

Accepted and agreed this 6th day of October, 2019.

/s/ John J. Zillmer
John J. Zillmer

EXHIBIT A

[To Be Attached Upon Delivery]

EXHIBIT B

FORM OF NON-QUALIFIED STOCK OPTION AWARD (this "Award") dated as of the Date of Grant set forth on the Certificate of Grant to which this Award is attached (the "Grant Date") between Arama**EXHIBIT A**rk (formerly known as **ARAMARK HOLDINGS CORPORATION)**, a Delaware corporation (the "Company"), and the Participant set forth on the Certificate of Grant of the Options attached to this Award and made a part hereof (the "Certificate of Grant").

WHEREAS, the Company, acting through the Committee (as such term is defined in the Plan) or a subcommittee thereof, has agreed to grant to the Participant, as of the Grant Date, an option under the Aramark Amended and Restated 2013 Stock Incentive Plan (as may be amended, the "Plan") to purchase a number of shares of Common Stock on the terms and subject to the conditions set forth in this Award, the Certificate of Grant and the Plan.

NOW, THEREFORE, in consideration of the promises and agreements contained in this Award:

1. The Plan. The terms and provisions of the Plan are hereby incorporated into this Award as if set forth herein in their entirety. In the event of a conflict between any provision of this Award and the Plan, the provisions of the Plan shall control. A copy of the Plan has been provided to the Participant. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan and the Certificate of Grant.

2. Option Award; Exercise Price; Exercise of Vested Option. Effective on the Grant Date, on the terms and subject to the conditions of the Plan and this Award, the Company hereby grants to the Participant the option to purchase the number of Shares set forth on the Certificate of Grant (the "Option"), at the Exercise Price equal to the Exercise Price as set forth on the Certificate of Grant. Upon any exercise of any portion of any Vested Options, the payment of the Exercise Price may be made, at the election of the Participant, in any manner specified under Section 7(d) of the Plan, as such section is in effect on the Grant Date. The Option is not intended to qualify for federal income tax purposes as an "incentive stock option" within the meaning of Section 422 of the Code.

3. Term. The term of the Option (the "Option Term") shall commence on the Grant Date and expire on the Expiration Date set forth on the Certificate of Grant, unless the Option shall have sooner been terminated in accordance with the terms of the Plan (including, without limitation, Section 13 of the Plan) or this Award.

4. Vesting. Subject to the Participant's not having a Termination of Relationship and except as otherwise set forth in Section 7 hereof, the Options shall become non-forfeitable and exercisable (any Options that shall have become non-forfeitable and exercisable pursuant to this Section 3, the "Vested Options") as follows:

a. in such percentages as on such dates as set forth on the Certificate of Grant of this Award under "Vesting Schedule"; or

b. in the event of a Termination of Relationship as a result of the Participant's death, Disability, or Retirement (other than a "Retirement with Notice" as defined below) (each, a "Special Termination"), the installment of Options scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become Vested Options, and the remaining Options which are not then Vested Options shall be forfeited;

c. upon a Termination of Relationship as a result of the Participant's Retirement with Notice, any previously unvested Options shall remain outstanding and become Vested Options on the normal scheduled future Vesting Date(s);

d. in the event of (i) the occurrence of a Change of Control and (ii) thereafter, a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason that occurs prior to the second anniversary of the Change of Control, then each outstanding Option which has not theretofore become a Vested Option pursuant to Section 4(a) shall become a Vested Option on the date of such Termination of Relationship; or

e. except as otherwise provided above with respect to a Special Termination or Retirement with Notice, upon a Termination of Relationship for any reason, the unvested portion of the Option (i.e. , that portion which does not constitute Vested Options) shall terminate and cease to be outstanding on the date the Termination of Relationship occurs and shall no longer be eligible to become Vested Options.

As used herein, the term "Retirement with Notice" means the Participant's retirement from the Company and its Affiliates after providing the Company with at least 6 months' prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant's attainment of age 62) and achieving 5 years of employment with the Company and its Affiliates following [INSERT START DATE]. 2019; provided, however, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a "Retirement with Notice" by virtue of the termination occurring less than 6 months after the notice date. All decisions by the Committee with respect to any calculations pursuant to this Section 4 shall be made in good faith after consultation with senior management and shall be final and binding on the Participant absent manifest error by the Committee.

5. Restriction on Transfer. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case, in compliance with applicable laws. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Award or the Plan shall be null and void and without effect.

6. Participant's Employment. Nothing in this Award shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.

7. Termination. The Option shall automatically terminate and shall become null and void, be unexercisable and be of no further force and effect upon the earliest of:

a. the Expiration Date;

b. in the case of a Termination of Relationship due to a Special Termination, with respect to any Options that are vested as of the Termination of Relationship, the first anniversary of the Termination of Relationship;

c. in the case of a Retirement with Notice, with respect to any Options that are or become vested upon or following the Termination of Relationship, the third anniversary of the Termination of Relationship;

d. in the case of a Termination of Relationship other than (x) for Cause or (y) due to a Special Termination or Retirement with Notice, the 90th day following the Termination of Relationship; and

e. the day of the Termination of Relationship in the case of a Termination of Relationship for Cause.

8. **Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation**.

9. No Rights as Stockholder. The Participant shall not have any rights of a stockholder of the Company until shares of Common Stock have been issued pursuant to the exercise of the Options hereunder and until such shares have been registered in the Company's register of stockholders (including, without limitation, the right to any payment of any dividends paid on Shares (which prohibition does not prevent the Company, in its discretion, from providing dividend equivalent payments to the Participant or reducing the exercise price in respect of the Option pursuant to the Plan)).

10. **No Acquired Rights**. The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.

11. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

If to the Company, to:

Aramark
2400 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

12. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

13. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

14. Withholding. As a condition to exercising this Option in whole or in part, the Participant will pay, or make provisions satisfactory to the Company for payment of, any Federal, state, local and other applicable taxes required to be withheld in connection with such exercise in a manner that is set forth in Section 7(d) of the Plan.

15. Adjustment to Option. In the event of any event described in Section 12 of the Plan occurring after the Grant Date, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply.

16. Section 409A of the Code. This Option is intended to constitute a "stock right" within the meaning of Section 409A of the Code, and shall otherwise be subject to the provisions of Section 14(v) of the Plan.

17. Modification of Rights; Entire Agreement. The Participant's rights under this Award, the Certificate of Grant and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award, the Certificate of Grant and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any "Restrictive Covenant Agreement" (as defined below) or employment agreement between the Participant and the Company or its Affiliates.

18. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's "Restrictive Covenant Agreement" (as defined below) at any time during the Participant's employment with the Company or within two years following the termination thereof, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Option and the Participant shall be required to return to the Company all Shares previously issued in respect of the Option (net of exercise price paid) to the extent the Participant continues to own such Shares or, if the Participant no longer owns such Shares, the Participant shall be required to repay to the Company the pre-tax cash value of such Shares calculated based on the Fair Market Value of such Shares on the date such Shares were issued to the Participant in respect of the Option. As used herein, the "Restrictive Covenant Agreement" means any agreement between the Participant and the Company or its Affiliates (including, without limitation, any agreement relating to employment and post-employment competition) subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates.

19. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Name: [(Per Certificate of Grant)]

Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

Exhibit A

DATA PROTECTION PROVISION

(a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

(i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;

(ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and

(iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

(b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.

(c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:

(i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;

(ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;

(iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;

(iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and

(v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or the EEA. Countries to which data are transferred include the USA and Bermuda.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

(d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

EXHIBIT C

Aramark

RESTRICTED STOCK UNIT AWARD
(TIME VESTING)

2. Grant of RSUs. Aramark (formerly known as Aramark Holdings Corporation) (the "Company") hereby grants the number of Restricted Stock Units ("RSUs") set forth on the Certificate of Grant of the Restricted Stock Units attached to this Award and made a part hereof (the "Certificate of Grant") to the Participant, on the terms and conditions hereinafter set forth. This grant is made pursuant to the terms of the Company Amended and Restated 2013 Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Award. Each RSU represents the unfunded, unsecured right of the Participant to receive a share of Common Stock, (as specified below) of the Company (each a "Share"), on the dates specified herein. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan and the Certificate of Grant.

3. Payment of Shares.

(a) The Company shall, subject to the remainder of this Award, transfer to the Participant a number of Shares of the Company equal to the number of RSUs granted to the Participant under this Award at such time as the Participant becomes vested in the right to such transfer (x) as set forth on the Certificate of Grant under "Vesting Date", so long as the Participant remains employed with the Company or any of its Affiliates through such Vesting Date, or (y) as otherwise provided in Section 2(b) or (c) below (in whole Shares only with the Participant receiving a cash payment equal to the Fair Market Value of any fractional Share on or about the transfer date).

(b) Notwithstanding Section 2(a) of this Award,

(i) upon a Participant's Disability or Termination of Relationship prior to the final Vesting Date as a result of the Participant's death (each, a "Special Termination"), the installment of RSUs scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become vested RSUs pursuant to which Shares equal to the number of RSUs scheduled to vest on the next Vesting Date shall be transferred, and the remaining RSUs which are not then vested shall be forfeited;

(ii) upon a Termination of Relationship prior to the final Vesting Date as a result of the Participant's Retirement (other than a "Retirement with Notice" as defined below), the installment of RSUs scheduled to vest on the next Vesting Date immediately following such Special Termination shall remain outstanding and become vested RSUs on such next Vesting

Date, at which time the Shares equal to the number of vested RSUs shall be transferred, and the remaining RSUs which are not then vested shall be forfeited;

(iii) upon a Termination of Relationship prior to the final Vesting Date as a result of the Participant's Retirement with Notice, all installments of RSUs scheduled to vest on the remaining Vesting Date(s) following such Retirement with Notice shall remain outstanding and become vested RSUs on such future Vesting Date(s), at which time the Shares equal to the number of vested RSUs shall be transferred; and

(iv) upon a Termination of Relationship for any reason other than as set forth in clauses (i), (ii) and (iii) above, all outstanding RSUs shall be forfeited and immediately cancelled.

As used herein, the term "Retirement with Notice" means the Participant's retirement from the Company and its Affiliates after providing the Company with at least 6 months' prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant's attainment of age 62) and achieving 5 years of employment with the Company and its Affiliates following [INSERT START DATE]; provided, however, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a "Retirement with Notice" by virtue of the termination occurring less than 6 months after the notice date.

(c) Also notwithstanding Section 2(a) or (b) of this Award, in the event of (i) the occurrence of a Change of Control and (ii) thereafter, a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason that occurs prior to the second anniversary of the date of such Change of Control, then all then outstanding RSUs shall become vested and the number of Shares equal to all such outstanding RSUs hereunder shall be distributed to the Participant, in each case, as soon as practicable following the date of such Termination of Relationship; provided that the Committee may determine that, in lieu of Shares and/or fractional Shares, the Participant shall receive a cash payment equal to the Fair Market Value of such Shares (or fractional Shares, as the case may be) on the Change of Control.

(d) Upon each vesting event of any RSUs and the corresponding transfer of Shares as a result thereof, in each case in accordance with Sections 2(a), 2(b) or 2(c) of this Award, as applicable, the RSUs with respect to which Shares have been transferred hereunder shall be extinguished on the relevant transfer dates. In compliance with Section 409A of the Code, in no event shall any transfer occur later than March 15 of the calendar year following the calendar year in which the applicable vesting event occurs under this Award.

4. Dividends. If on any date while RSUs are outstanding hereunder, the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of RSUs granted to the Participant shall, as of such dividend payment date, be increased by a number of RSUs equal to: (a) the product of (x) the number of RSUs held by the Participant as of the related dividend record date, multiplied by (y) a dollar amount equal to the per Share amount of any cash dividend (or, in the case of any dividend payable in whole or in part other than in cash or Shares, the per Share value of such dividend, as determined in good faith by the Committee), divided by (b) the Fair Market Value of a Share on the payment date of such dividend. In the case of any dividend declared on Shares that is payable in the form of Shares, the number of RSUs granted to the Participant shall be increased by a number equal to the product of (I) the aggregate number of RSUs that have been held by the Participant through the related dividend record date, multiplied by (II) the number of Shares (including any fraction thereof) payable as a dividend on a Share. Shares shall be transferred with respect to all additional RSUs granted pursuant to this Section 3 at the same time as Shares are transferred with respect to the RSUs to which such additional RSUs were attributable.

5. Adjustments Upon Certain Events. In the event of any event described in Section 12 of the Plan occurring after the Date of Grant, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply.

6. Restriction on Transfer. The RSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The RSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the RSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.

7. **Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation**.

8. Participant's Employment. Nothing in this Award or in the RSU shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.

9. **No Acquired Rights**. The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular

contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.

10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the Shares in question have been registered in the Company's register of stockholders.

11. Withholding.

(a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with any issuance or transfer of Shares under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding Shares from the issuance or transfer of Shares due under this Award, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.

(b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining Shares due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of Shares from such issuance or transfer, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 10(a) above.

12. Section 409A of the Code. The provisions of Section 14(v) of the Plan are hereby incorporated by reference and made a part hereof.

13. RSUs Subject to Plan. All RSUs are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

14. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the Company, to it at:

If to the Company, to:

Aramark
2400 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel

If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

15. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

16. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

17. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto. For the avoidance of doubt, this Award, the Certificate of Grant and the Plan do not supersede any "Restrictive Covenant Agreement" (as defined below) or employment agreement between the Participant and the Company or its Affiliates.

18. Clawback upon Breach of Restrictive Covenants. In the event the Participant breaches the Participant's "Restrictive Covenant Agreement" (as defined below) at any time during the Participant's employment with the Company or within two years following the termination thereof, then without limiting any other remedies available to the Company (including, without limitation, remedies involving injunctive relief), the Participant shall immediately forfeit any remaining unvested portion of the Award and the Participant shall be required to return to the Company all Shares previously issued in respect of the Award to the extent the Participant continues to own such Shares or, if the Participant no longer owns such Shares, the Participant shall be required to repay to the Company the pre-tax cash value of such Shares calculated based on the Fair Market Value of such Shares on the date such Shares were issued to the Participant in respect of the Award. As used herein, the "Restrictive Covenant Agreement" means any agreement between the Participant and the Company or its Affiliates (including, without limitation, any agreement relating to employment and post-employment competition) subjecting the Participant to confidentiality, non-solicitation, non-competition and/or other restrictive covenants in favor of the Company or its Affiliates.

19. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Name: [(Per Certificate of Grant)]

Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

Exhibit A

DATA PROTECTION PROVISION

(a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

(i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;

(ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and

(iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

(b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.

(c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area[1] ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:

(i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;

1 The European Economic Area is composed of 27 member states of the European Union plus Iceland, Liechtenstein and Norway.

(ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;

(iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;

(iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and

(v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or EEA. Countries to which data are transferred include the USA and Bermuda.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

(d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

EXHIBIT D

Aramark

FORM OF
PERFORMANCE STOCK UNIT AWARD

1. Grant of PSUs. Aramark (formerly known as ARAMARK Holdings Corporation) (the "Company") hereby grants the opportunity to vest in a number of Performance Stock Units determined based on the "Target Number of PSUs" set forth on the Certificate of Grant attached to this Award and made a part hereof (the "Certificate of Grant") to the Participant, on the terms and conditions hereinafter set forth including on Schedule I which is made a part hereof. This grant is made pursuant to the terms of the Company 2013 Amended and Restated Stock Incentive Plan (the "Plan"), which Plan, as amended from time to time, is incorporated herein by reference and made a part of this Award. Each Performance Stock Unit (a "PSU") represents the unfunded, unsecured right of the Participant to receive a share of Common Stock of the Company (each a "Share"), subject to the terms and conditions hereof, on the date(s) specified herein. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan and the Certificate of Grant.

2. Performance and Service Vesting Conditions.

Subject to the remainder of the terms and conditions of this Award, so long as the Participant continues Employment through the relevant Vesting Dates the Participant shall (a) earn, and be eligible to become vested in (in accordance with Section 2(b) of this Award), a number of PSUs equal to a percentage of the Target Number of PSUs based on the level of the Company's achievement of the performance conditions, with respect to the applicable performance period (the "Performance Period"), each as set forth on Schedule I, on the date such achievement is certified by the Committee following the end of the Performance Period (the "Determination Date") (such number of PSUs, once established, the "Earned PSUs") and (b) on each applicable Vesting Date (or on the Determination Date, if it occurs after a Vesting Date), become vested in the corresponding percentage of the Earned PSUs, each as set forth on the Certificate of Grant.

3. Payment of Shares.

(a) The Company shall, subject to the remainder of this Award, transfer to the Participant a number of Shares of the Company equal to the number (if any) of Earned PSUs under this Award at such time as the Participant becomes vested under the provisions of Section 2 above in the right to such transfer (x) as set forth on the Certificate of Grant under each "Vesting Date", as applicable, so long as the Participant remains employed with the Company or any of its Affiliates through each such Vesting Date, or (y) as otherwise provided in Section 3(b) or (c) below (in whole Shares only with the Participant receiving a

cash payment equal to the Fair Market Value of any fractional Share on or about the transfer date); provided, however, that in the event a Vesting Date occurs prior to the Determination Date, no transfer of Shares shall occur until the Determination Date.

(b) Notwithstanding Section 3(a) of this Award,

(i) upon a Termination of Relationship as a result of the Participant's death, Disability, or Retirement with Notice (as defined below) (each, a "Special Termination"), (A) which occurs prior to the Determination Date, the PSUs shall remain outstanding and unvested through the Determination Date, and the installment of Earned PSUs (if any) scheduled to vest on the first Vesting Date shall become vested PSUs as of such Vesting Date and (B) which occurs after the Determination Date, the installment of Earned PSUs (if any) scheduled to vest on the next Vesting Date immediately following such Special Termination shall immediately become vested PSUs; and, in either case of (A) or (B), as applicable, Shares equal to the number of Earned PSUs scheduled to vest on the applicable Vesting Date shall be transferred, and the remaining PSUs which do not become vested pursuant to this Section shall be forfeited; and

(ii) upon a Termination of Relationship for any reason other than as set forth in clause (i) above, all outstanding PSUs shall be forfeited and immediately cancelled; provided, however, that in the case of a Termination of Relationship after a Vesting Date but prior to the Determination Date, the corresponding portion of Earned PSUs (if any) shall remain outstanding and shall become vested PSUs as of the Determination Date.

(c) Also notwithstanding Section 3(a) or (b) of this Award, in accordance with the terms of Section 13 of the Plan, in the event of a Termination of Relationship of the Participant by the Company or any of its Affiliates (or successors in interest) without Cause or by the Participant for Good Reason, in each case, that occurs within two years following a Change of Control, the following treatment (under clauses (i) or (ii), as applicable) will apply with respect to any then outstanding PSUs:

(i) if such termination occurs prior to the Determination Date, then such Performance Period (to the extent not completed) shall end as of such date, then the Target Number of PSUs shall become vested on the date of such Termination of Relationship, and a number of Shares equal to such number of PSUs shall be distributed to the Participant as soon as practicable following the date of such Termination of Relationship; or

(ii) if such termination occurs on or following the Determination Date, then the Earned PSUs (if any) shall immediately become vested on the date of such Termination of Relationship and a number of Shares equal to such number of Earned PSUs shall be distributed to the Participant as soon as practicable following the date of such Termination of Relationship;

provided that the Committee may determine that, in lieu of Shares and/or fractional Shares deliverable to the Participant under clauses (i) or (ii) above, the Participant shall receive a cash payment equal to the Fair Market Value of such Shares (or fractional Shares, as the case may be) on the Change of Control.

(d) Upon each vesting event of any Earned PSUs and the corresponding transfer of Shares as a result thereof, in each case in accordance with Sections 3(a), 3(b) or 3(c) of this Award, as applicable, the Earned PSUs with respect to which Shares have been transferred hereunder shall be extinguished on the relevant transfer dates. In compliance with Section 409A of the Code, in no event shall any transfer occur later than March 15 of the calendar year following the calendar year in which the applicable vesting event occurs under this Award.

(e) As used herein, the term "Retirement with Notice" means the Participant's retirement from the Company and its Affiliates after providing the Company with at least 6 months' prior written notice of such intended retirement (and with such notice having been delivered upon or after the Participant's attainment of age 62) and achieving 5 years of employment with the Company and its Affiliates following [INSERT START DATE]. 2019; provided, however, that if the Company involuntarily terminates the Participant without Cause or the Participant dies or incurs a Disability after the Participant delivers the notice described in this sentence, such termination shall not fail to qualify as a "Retirement with Notice" by virtue of the termination occurring less than 6 months after the notice date. All decisions by the Committee with respect to any calculations pursuant to this Section 3 shall be made in good faith after consultation with senior management and shall be final and binding on the Participant absent manifest error by the Committee.

4. Dividends.

(a) If on any date while PSUs are outstanding hereunder, the Company shall pay any dividend on the Shares (other than a dividend payable in Shares), the number of PSUs (if any) held by the Participant shall be increased by a number equal to: (a) the product of (x) the number of outstanding PSUs held by the Participant as of the related dividend record date, multiplied by (y) a dollar amount equal to the per Share amount of any cash dividend (or, in the case of any dividend payable in whole or in part other than in cash or Shares, the per Share value of such dividend, as determined in good faith by the Committee), divided by (b) the Fair Market Value of a Share on the payment date of such dividend.

(b) In the case of any dividend declared on Shares that is payable in the form of Shares, the number of PSUs, if any, held by the Participant shall be increased by a number equal to the product of (I) the number of outstanding PSUs held by the Participant as of the related dividend record date, multiplied by (II) the number of

Shares (including any fraction thereof) payable as a dividend on a Share. Shares shall be transferred with respect to all additional PSUs granted pursuant to this Section 4 at the same time as Shares are transferred with respect to the Earned PSUs to which such additional PSUs were attributable.

(c) For purposes of this Section 4, the number of PSUs held by the Participant as of the applicable dividend record date shall be deemed to equal (i) zero (0), if such dividend record date occurs prior to the Determination Date or (ii) the Earned PSUs (if any) (with any additional PSUs granted pursuant to this Section 4 to be added to the Earned PSUs held by Participant), if such dividend record date occurs after the Determination Date; provided that, if any dividend on Shares was paid by the Company during the period beginning on the Date of Grant and ending on the Determination Date, on the Determination Date, an additional number of PSUs calculated in accordance with this Section 4, assuming Participant had held the number of Earned PSUs (if any) on the record date of such dividend(s), shall be immediately added to the number of Earned PSUs established as of the Determination Date.

5. Adjustments Upon Certain Events. In the event of any event described in Section 12 of the Plan occurring after the Date of Grant, the adjustment provisions (including cash payments) as provided for under Section 12 of the Plan shall apply (without duplication of any dividend adjustments reflected pursuant to Section 4 hereof).

6. Restriction on Transfer. The PSUs may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Participant, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company, in each case in compliance with applicable laws. The PSUs shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the PSUs contrary to the provisions of this Award or the Plan shall be null and void and without effect.

7. Data Protection. By accepting this Award, the Participant consents to the processing (including international transfer) of personal data as set out in Exhibit A attached hereto for the purposes specified therein and to any additional or different processes required by applicable law, rule or regulation.

8. Participant's Employment. Nothing in this Award or in the PSU shall confer upon the Participant any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company and its Affiliates, in their sole discretion, to terminate the Participant's employment or to increase or decrease the Participant's compensation at any time.

9. **No Acquired Rights**. The Committee or the Board has the power to amend or terminate the Plan at any time and the opportunity given to the Participant to participate in the Plan and the grant of this Award is entirely at the discretion of the Committee or the Board and does not obligate the Company or any of its Affiliates to

offer such participation in the future (whether on the same or different terms). The Participant's participation in the Plan and the receipt of this Award is outside the terms of the Participant's regular contract of employment and is therefore not to be considered part of any normal or expected compensation and that the termination of the Participant's employment under any circumstances whatsoever will give the Participant no claim or right of action against the Company or its Affiliates in respect of any loss of rights under this Award or the Plan that may arise as a result of such termination of employment.

10. No Rights of a Stockholder. The Participant shall not have any rights as a stockholder of the Company until the Shares in question have been registered in the Company's register of stockholders.

11. Withholding.

    (a) The Participant will pay, or make provisions satisfactory to the Company for payment of any federal, state, local and other applicable taxes required to be withheld in connection with any issuance or transfer of Shares under this Award and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Participant has not made payment for applicable taxes, such taxes shall be paid by withholding Shares from the issuance or transfer of Shares due under this Award, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, and the Company and any such Affiliate is hereby authorized to withhold such amounts from any such issuance, transfer, compensation or other amount owing to the Participant.

    (b) If the Participant's employment with the Company terminates prior to the issuance or transfer of any remaining Shares due to be issued or transferred to the Participant under this Award, the payment of any applicable withholding taxes with respect to any such issuance or transfer shall be made through the withholding of Shares from such issuance or transfer, rounded down to the nearest whole Share, with the balance to be paid in cash or withheld from compensation or other amount owing to the Participant from the Company or any Affiliate, as provided in Section 11(a) above.

12. Section 409A of the Code. The provisions of Section 14(v) of the Plan are hereby incorporated by reference and made a part hereof.

13. PSUs Subject to Plan. All PSUs are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

14. Notices. All notices, claims, certifications, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, email or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

    If to the Company, to it at:

    If to the Company, to:

    Aramark
    2400 Market Street
    Philadelphia, Pennsylvania 19103
    Attention: General Counsel

    If to the Participant, to him or her at the address set forth on the signature page hereto; or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or other communication shall be deemed to have been received (a) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date of delivery), (b) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (c) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (d) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

15. Waiver of Breach. The waiver by either party of a breach of any provision of this Award must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.

16. Governing Law. THIS AWARD WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AWARD, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

17. Modification of Rights; Entire Agreement. The Participant's rights under this Award and the Plan may be modified only to the extent expressly provided under this Award or under Sections 14(a) and (b) of the Plan. This Award and the Plan (and the other writings referred to herein) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

18. Severability. It is the desire and intent of the parties hereto that the provisions of this Award be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Award shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Award or affecting the validity or enforceability of such provision in any other jurisdiction.

Name: [see Certificate of Grant - Participant]

Date: [Acceptance Date]

[Note: Grant will be accepted electronically.]

Exhibit A

DATA PROTECTION PROVISION

(a) By participating in the Plan or accepting any rights granted under it, the Participant consents to the collection and processing by the Company and its Affiliates of personal data relating to the Participant by the Company and its Affiliates and/or agents so that they can fulfill their obligations and exercise their rights under the Plan, issue certificates (if any), statements and communications relating to the Plan and generally administer and manage the Plan, including keeping records of participation levels from time to time. Any such processing shall be in accordance with the purposes and provisions of this data protection provision. References in this provision to the Company and its Affiliates include the Participant's employer.

These data will include data:

(i) already held in the Participant's records such as the Participant's name and address, ID number, payroll number, length of service and whether the Participant works full-time or part time;

(ii) collected upon the Participant accepting the rights granted under the Plan (if applicable); and

(iii) subsequently collected

by the Company or any of its Affiliates and/or agents in relation to the Participant's continued participation in the Plan, for example, data about shares offered or received, purchased or sold under the Plan from time to time and other appropriate financial and other data about the Participant and his or her participation in the Plan (e.g., the date on which the shares were granted, termination of employment and the reasons of termination of employment or retirement of the Participant).

(b) This consent is in addition to and does not affect any previous consent provided by the Participant to the Company or its Affiliates.

(c) In particular, the Participant expressly consents to the transfer of personal data about the Participant as described in paragraph (a) above by the Company and its Affiliates and/or agents. Data may be transferred not only within the country in which the Participant is based from time to time or within the EU or the European Economic Area[2] ("EEA"), but also worldwide, to other employees and officers of the Company and its Affiliates and/or agents and to the following third parties for the purposes described in paragraph (a) above:

(i) Plan administrators, transfer agents, auditors, brokers, agents and contractors of, and third party service providers to, the Company or its Affiliates such as printers and mail houses engaged to print or distribute notices or communications about the Plan;

2 The European Economic Area is composed of 27 member states of the European Union plus Iceland, Liechtenstein and Norway.

(ii) regulators, tax authorities, stock or security exchanges and other supervisory, regulatory, governmental or public bodies as required by law;

(iii) actual or proposed merger or acquisition partners or proposed assignees of, or those taking or proposing to take security over, the business or assets or stock of the Company or its Affiliates and their agents and contractors;

(iv) other third parties to whom the Company or its Affiliates and/or agents may need to communicate/transfer the data in connection with the administration of the Plan, under a duty of confidentiality to the Company and its Affiliates; and

(v) the Participant's family members, physicians, heirs, legatees and others associated with the Participant in connection with the Plan.

Not all countries, where the personal data may be transferred to, have an equal level of data protection as in the EU or EEA. Countries to which data are transferred include the USA and Bermuda.

All national and international transfer of personal data is only done in order to fulfill the obligations and rights of the Company and/or its Affiliates under the Plan.

The Participant may access, modify, correct or withdraw consent to process most Personal Information about the Participant by contacting the local data protection officer in the country in which the Participant is based. Please note, however, that certain Personal Information about the Participant may be exempt from such access, correction, objection, suppression or deletion rights pursuant to applicable data protection laws, if the Participant has a complaint regarding the manner in which personal information relating to the Participant is dealt with, the Participant should contact the appropriate local data protection officer referred to above.

(d) The processing (including transfer) of data described above is essential for the administration and operation of the Plan. Therefore, in cases where the Participant wishes to participate in the Plan, it is essential that his/her personal data are processed in the manner described above. At any time the Participant may withdraw his or her consent.

EXHIBIT E

ARAMARK
INDEMNIFICATION AGREEMENT

THIS AGREEMENT is effective the 6th day of October, 2019, between Aramark, a Delaware corporation (the "Company"), and John J. Zillmer ("Indemnitee"), whose address is [ADDRESS WITHHELD FOR PRIVACY].

RECITALS

WHEREAS, it is essential to the Company to retain and attract as directors, officers and other certain key employees the most capable persons available;

WHEREAS, Indemnitee is a member of the Board of Directors, a corporate officer of the Company (a "Designated Officer") or an employee of the Company designated by the Board of Directors to have the benefit of this Agreement (a "Designated Employee") and in such capacity is performing a valuable service for the Company;

WHEREAS, the By-laws of the Company provide for the indemnification of its directors and officers to the full extent authorized or permitted by the Delaware General Corporation Law (the "Corporate Statute");

WHEREAS, the Corporate Statute specifically provides that it is not exclusive, and thereby contemplates that contracts may be entered into between the Company and the members of its Board of Directors, its officers or other employees which provide for broader indemnification of such directors, officers and other employees;

WHEREAS, developments with respect to the terms and availability of Directors and Officers Liability Insurance ("D&O Insurance") and with respect to the application, amendment and enforcement of statutory, Certificate of Incorporation and By-law indemnification provisions generally, have raised questions concerning the availability of such insurance and if available, the adequacy and reliability of the protection afforded to directors, Designated Officers and Designated Employees thereby;

WHEREAS, in recognition of Indemnitee's need for substantial protection against personal liability in order to enhance Indemnitee's service or continued service to the Company in an effective manner and in part to provide Indemnitee with specific contractual assurance that the indemnification protection provided by the Company's By-laws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such By-laws, change in the composition of the Company's Board of Directors, or acquisition transaction relating to the Company), and in order to induce Indemnitee to provide or to continue to provide services to the Company as a director, Designated Officer or Designated Employee thereof, the Company wishes to provide in this Agreement for the indemnification of and the advancing of expenses and other costs to Indemnitee to the full extent permitted by law and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of Indemnitee commencing or continuing to serve the Company directly or, at its request, another enterprise or entity, including, without limitation, any benefit plan, and intending to be legally bound hereby, the parties hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) "Change of Control" shall mean

(i) The acquisition by any individual entity or group, within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than the Investor Groups and their Affiliates (the "Permitted Holders"), directly or indirectly, of beneficial ownership of equity securities of the Company representing more than 50% of the voting power of the then-outstanding equity securities of the Company entitled to vote generally in the election of directors (the "Company Voting Securities"); provided, however, that for purposes of this subsection (i), the following shall not constitute a Change of Control: (A) any acquisition by the Company or by any Sponsor Stockholder, (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (C) any acquisition by any Person pursuant to a transaction which complies with clauses (A) and (B) of subsection (ii) below; or

(ii) The consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the purchase of assets or stock of another entity (a "Business Combination"), in each case, unless immediately following such Business Combination, (A) all or substantially all of the beneficial owners of the Company's Voting Securities immediately prior to such Business Combination beneficially own more than 50% of the then-outstanding combined voting power of the then-outstanding securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination in substantially the same proportion (relative to each other) as their ownership immediately prior to such Business Combination of the Company Voting Securities, and (B) no Person (excluding the Permitted Holders) beneficially owns, directly or indirectly, more than a majority of the combined voting power of the then-outstanding voting securities of such entity except to the extent that such ownership of the Company existed prior to the Business Combination.

Notwithstanding paragraphs (i) and (ii) above, in no event will a Change of Control be deemed to occur if the Permitted Holders maintain a direct or indirect Controlling Interest in the Company. A "Controlling Interest" in an entity shall mean beneficial ownership of more than 50% of the voting power of the outstanding equity securities of the entity.

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Stockholders Agreement, dated January 26, 2007, as amended, by and among the Company, ARAMARK Intermediate HoldCo Corporation, and the stockholders named therein.

(b) "Expenses": include attorneys' fees and all other costs, travel expenses, fees of experts, transcripts costs, filing fees, witness fees, telephone charges, postage, delivery service fees, expenses and obligations of any nature whatsoever paid or incurred in connection with investigating, defending, prosecuting, being a witness in or participating in (including on appeal), or preparing to investigate, defend, prosecute, be a witness in or participate in any claim, action, suit or proceeding or inquiry or investigation, formal or informal, including, without limitations, any appeal for which a claim for indemnification may be made hereunder.

(c) "Potential Change in Control": shall be deemed to have occurred if (i) the Company enters into an agreement or arrangement, the consummation of which would result in the occurrence of a Change in Control; (ii) any person or entity (including the Company) publicly announces an intention to take or to consider taking actions which if consummated would constitute a Change in Control; or (iii) the Board of Directors adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(d) "Independent Counsel": an attorney or a law firm (either being referred to as a "person") who is experienced in matters of corporate law and who shall not have otherwise performed material services for the Company or Indemnitee within the immediately preceding five years, other than services as Independent Counsel hereunder and who shall not have performed services for any other party to the proceeding giving rise to the claim for indemnification hereunder. Independent Counsel shall not be any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement, nor shall Independent Counsel be any person who has been sanctioned or censured for ethical violations of applicable standards of professional conduct in the last five years.

(e) "Final Judgment": a final (not interlocutory) judgment or other adjudication of a court or arbitration or administrative body of competent jurisdiction as to which there is no further right or option of appeal or the time within which an appeal must be filed has expired without such filing.

Capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Stockholders Agreement, dated January 26, 2007, as amended, by and among the Company, ARAMARK Intermediate HoldCo Corporation, and the stockholders named therein.

2. Maintenance of Insurance; Limitations.

(a) The Company currently has in force and effect several policies of D&O Insurance (collectively, the "Insurance Policy"). The Company agrees to furnish a copy of the Insurance Policy to Indemnitee upon request. The Company agrees that, so long as Indemnitee shall continue to serve as a director, or Designated Officer of the Company (or shall at the request of the Company serve as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise) and thereafter so long as Indemnitee shall be subject to any possible claim, or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative, formal or informal, by reason of the fact that Indemnitee was a director or Designated Officer of

the Company (or served in any of said other capacities), the Company will, subject to the limitations set forth in Section 2(b) hereof, endeavor to purchase and maintain in effect for the benefit of Indemnitee one or more valid, binding and enforceable policy or policies of D&O Insurance providing, in all respects, coverage at least comparable to that provided pursuant to the Insurance Policy.

(b) The Company shall not be required to maintain the Insurance Policy or such other policy or policies of D&O Insurance in effect if, in the sole business judgment of the then Board of Directors of the Company, (i) such insurance is not reasonably available, (ii) the premium cost for such insurance is substantially disproportionate to the amount of coverage, or (iii) the coverage provided by such insurance is so limited by exclusions that there is a disproportionately insufficient benefit from such insurance.

3. Indemnification of Indemnitee.

The Company agrees to hold harmless, indemnify and defend Indemnitee to the fullest extent authorized or permitted by the provisions of the Corporate Statute and to such greater extent as the Corporate Statute or other applicable law may thereafter from time to time permit.

4. Additional Indemnity.

(a) Subject to the exclusions set forth in Section 5 hereof, the Company further agrees to hold harmless, indemnify and defend Indemnitee against any and all reasonable Expenses, and all liability and loss including, without limitation, judgments, excise taxes, penalties, fines and amounts paid or to be paid in settlement, actually incurred by Indemnitee in connection with any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative, investigative, formal or informal (including an action by or in the right of the Company) to which Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnitee is, was or at any time becomes a director, Designated Officer, Designated Employee or agent of the Company, or is or was serving or at any time serves at the request of the Company as a director, officer, trustee, employee, agent, fiduciary or “party in interest” (as defined in ERISA) of, or with respect to, or the Company’s representative in, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise.

(b) Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of having served as a director, Designated Officer, Designated Employee or agent of the Company or at the request of the Company as a director, officer, trustee, employee, agent, fiduciary or “party in interest” (as defined in ERISA) of, or with respect to, or the Company’s representative in, another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, a witness in any proceeding to which he is not a party, he shall be indemnified against all Expenses actual and reasonably incurred by Indemnitee or on his behalf in connection therewith.

5. Limitations on Indemnity.

(a) No indemnification pursuant to Section 3 or Section 4 hereof shall be paid by the Company:

(i) on account of remuneration paid to Indemnitee if it shall be determined by a Final Judgment that such remuneration was in violation of law;

(ii) on account of any suit in which a Final Judgment is rendered against Indemnitee for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or local statutory law; or

(iii) if a Final Judgment establishes that such indemnification is not lawful.

(b) The Company's indemnification obligations under this Agreement shall be reduced to the extent payment is made to or for the benefit of Indemnitee pursuant to any D&O Insurance purchased and maintained by the Company.

(c) To the extent Indemnitee's claim for indemnification under this Agreement arises out of Indemnitee's service at the request of the Company as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, the Company's indemnification obligation hereunder shall be limited to that amount required in excess of any indemnification and/or insurance provided to Indemnitee by such other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise. Indemnitee hereby also agrees that any indemnification obligation of the Company under the Company's certificate of incorporation or by-laws with respect to such a claim shall also be subject to this limitation.

6. Continuation of Indemnity.

All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is a director, Designated Officer and/or Designated Employee of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any possible claim, or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative, formal or informal, by reason of the fact that Indemnitee was a director, Designated Officer, Designated Employee or agent of the Company or was serving in any other capacity described in this Section 6.

7. Notification and Defense of Claim.

Promptly after receipt by Indemnitee of notice of the commencement of any action, suit or proceeding, Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement thereof; but the omission so to notify the Company shall not relieve it from any liability which it may have to Indemnitee. With respect to any such action, suit or proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) the Company shall be entitled to participate therein at its own expense;

(b) except as otherwise provided below, to the extent that it may wish, the Company jointly with any other indemnifying party similarly notified shall be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election so to assume the defense thereof, the Company shall not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ his own chosen counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee, unless (i) the employment of such counsel by Indemnitee has been authorized by the Company, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such action, suit or proceeding or (iii) the Company shall not in fact have employed its counsel to assume the defense of such action, in each of which cases the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the conclusion described in (ii) of this Section 7(b); and

(c) the Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without the Company's written consent. The Company shall not settle any action or claim in any manner which would impose any penalty, equitable remedy or injunctive or other relief or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee shall unreasonably withhold their consent to any proposed settlement.

8. Procedures for Determination of Entitlement to Indemnification.

(a) Initial Request. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall promptly advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Method of Determination. If such a determination is required as a matter of law as a condition to indemnification, a determination with respect to Indemnitee's entitlement to indemnification shall be made as follows:

(i) if a Change in Control has occurred, unless Indemnitee shall request in writing that such determination be made in accordance with clause (ii) of this Section 8(b), the determination shall be made by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee;

(ii) if a Change of Control has not occurred, the determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who are not and were not a party to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee ("Disinterested Directors"). In the event that a quorum of the Board of Directors consisting of Disinterested Directors is not obtainable or, even if obtainable, such quorum of Disinterested Directors so directs, the determination shall be made by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee.

(c) Selection, Payment, Discharge of Independent Counsel. In the event the determination of entitlement of indemnification is to be made by Independent Counsel pursuant to Section 8(b) hereof, the Independent Counsel shall be selected, paid, and discharged in the following manner:

(i) If a Change of Control has not occurred, the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected.

(ii) If a Change of Control has occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board of Directors, in which event clause (i) of this Section 8(c) shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected.

(iii) Following the initial selection described in clauses (i) and (ii) of this Section 8(c), Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection has been received, deliver to the other party a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1(d) hereof, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is made, the Independent Counsel so selected may not serve as Independent Counsel unless and until a court has determined that such objection is without merit.

(iv) Either the Company or Indemnitee may petition a court of competent jurisdiction if the parties have been unable to agree on the selection of Independent Counsel within 20 days after receipt by the Company of a written request for indemnification pursuant to Section 8(a) hereof. Such petition may request a determination whether an objection to the party's selection is without merit and/or seek the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate. A person so appointed shall act as Independent Counsel under Section 8(b) hereof.

(v) The Company shall pay any and all reasonable fees of Independent Counsel, and the reasonable expenses incurred by such Independent Counsel, in connection with acting pursuant to this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 8(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(vi) Upon due commencement of any judicial proceeding pursuant to Section 11(b) hereof, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) Cooperation. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification under this Agreement, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. If a determination is made that Indemnitee is entitled to indemnification under this Agreement (including if such indemnification is subject to Section 5(c)), Indemnitee shall continue to provide the Company with such documentation and information and to provide such other cooperation as the Company may reasonably request. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Company shall be borne by the Company and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

9. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 8(a) of this Agreement, and the Company shall have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption.

(b) The termination of any action, suit or proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in accordance with any standard of conduct that may be a condition to indemnification.

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Company, including financial statements, or on information supplied to Indemnitee by the officers of the Company in the course of their duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company. The provisions of this Section 9(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standards for indemnification set forth in this Agreement.

(d) The knowledge and/or actions or failure to act of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

10. Advance of Expenses, Judgments, Etc.

(a) The Expenses incurred by Indemnitee in defending any claim, action, investigation, formal or informal, request for documents or information, responding to any subpoena or other legal process, suit or proceeding pursuant to which a claim for Indemnification may be applied for by Indemnitee pursuant to this Agreement, shall be advanced by the Company at the request of Indemnitee. Any judgments, fines or amounts to be paid in settlement shall also be advanced by the Company to Indemnitee upon request.

(b) Prior to the advancement of Expenses by the Company pursuant to this Section 10, Indemnitee must, if required by law, provide an undertaking that if it shall ultimately be determined in a Final Judgment that Indemnitee was not entitled to be indemnified, or was not entitled to be fully indemnified, Indemnitee shall promptly repay to the Company all amounts advanced or the appropriate portion thereof so advanced.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on the Company hereby in order to induce Indemnitee to commence or continue serving as a director, Designated Officer and/or Designated Employee of the Company, and/or at the request of the Company as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, and acknowledges that Indemnitee is relying upon this Agreement in commencing or continuing in such capacity.

(b) If (i) a determination is made that Indemnitee is not entitled to indemnification under this Agreement, (ii) an advancement of Expenses, judgments, fines or amounts to be paid in settlement or other amounts pursuant to Section 11 hereof is not made within 15 days after receipt by the Company of a request therefor, (iii) a determination of entitlement to indemnification pursuant to Section 8 hereof has not been made within 90 days after receipt by the Company of the request therefor, or (iv) payment of indemnification is not made within 10 days after a determination has been made that Indemnitee is entitled to indemnification, then Indemnitee may bring an action against the Company to recover the unpaid amount of the claim. In the event Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement, the Company shall reimburse Indemnitee for all of the Indemnitee’s Expenses in bringing and pursuing such action, whether or not Indemnitee is successful in such action, unless the court or other adjudicative body determines that such action for enforcement brought by Indemnitee was frivolous.

(c) In the event that a determination shall have been made pursuant to Section 8 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 11 shall be conducted in all respects as a de novo trial on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. If a Change of Control shall have occurred, in any judicial proceeding commenced pursuant to this Section 11 the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(d) If a determination shall have been made or deemed to have been made pursuant to Section 8 or 9 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 11, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(e) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced to enforce this Agreement, including a judicial proceeding commenced pursuant to this Section 11, that the procedures and presumptions of this Agreement are not valid, binding and enforceable or that there is not sufficient consideration for this Agreement and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

12. Establishment of Trust.

In the event of a Potential Change in Control other than a Potential Change in Control approved by the Board of Directors of the Company prior to the Change in Control or in the event of such a Change in Control that has been so approved, if the Board determines in its discretion that this Section 12 should still apply, the Company shall, upon written request by Indemnitee, create a trust for the benefit of Indemnitee; and from time to time upon written request of Indemnitee the Company shall fund such trust in an amount sufficient to satisfy any and all Expenses reasonably anticipated at the time of each such request to be incurred, and any and all judgments, fines, penalties and settlement amount actually paid or claimed, reasonably anticipated or proposed to be paid, in connection with any pending or competed action, suit or proceeding pursuant to which a claim for indemnification or advancement may be applied for by Indemnitee pursuant to this Agreement. The amount or amounts to be deposited in the trust pursuant to the foregoing funding obligation shall be determined by Independent Counsel. The terms of the trust shall provide that upon a Change in Control (i) the trust shall not be revoked or the principal thereof invaded, without the written consent of Indemnitee, (ii) the trustee shall advance, within 15 days after receipt of a request by Indemnitee, any and all Expenses, judgments, fines or settlement amounts to Indemnitee for which funding has been provided (and Indemnitee hereby agrees to reimburse the trust under the circumstances under which Indemnitee would be required to reimburse the Company under Section 10 hereof), (iii) the trust shall continue to be funded by the Company in accordance with the funding obligations set forth above, (iv) the trustee shall promptly pay to Indemnitee, from and to the extent such trust has been funded, all amounts for which Indemnitee shall be entitled to indemnification pursuant to this Agreement or otherwise, and (v) all unexpended funds in such trust shall revert to the Company upon a final determination by Independent Counsel or a Final Judgment, as the case may be, that the Indemnitee has been fully indemnified under the terms of this Agreement. The

trustee shall be an Independent Counsel or another independent person agreed upon by the Company and the Indemnitee. Nothing in this Section 12 shall relieve the Company of any of its obligations under this Agreement or under applicable law, the Company's Certificate of Incorporation or By-Laws. All income earned on the assets held in the trust shall be reported as income by the Company for federal, state, local and foreign tax purposes. Notwithstanding the foregoing, the Company shall have the right, in its sole discretion, in lieu of creating and funding such trust, to purchase and maintain one or more bonds of other forms of adequate security from an insurance company, surety company or similar source reasonably acceptable to Indemnitee, for the amounts which it would otherwise be required to place in trust pursuant to this Section 12.

13. Other Rights and Remedies.

The indemnification and other rights provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may be entitled or hereafter acquire under any provision of law, the Company's Certificate of Incorporation or By-laws, other agreement, vote of shareholders or directors or otherwise, as to action in Indemnitee's official capacity while occupying any of the positions or having any of the relationships referred to in this Agreement, and shall continue after Indemnitee has ceased to occupy such position or have such relationship, respecting acts or omissions of Indemnitee while Indemnitee occupied such position or had such relationship. No amendment, alteration or repeal of this Agreement or any provision hereof shall be effective as to Indemnitee with respect to any action taken or omitted by Indemnitee while occupying any of the positions or having any of the relationships referred to in this Agreement prior to such amendment, alteration or repeal.

14. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communications shall have been directed, (ii) mailed by certified or registered mail with postage prepaid, or by Federal Express or similar service providing receipt against delivery, and (iii) telefaxed and received with a confirming copy received by the method described in (ii) above and shall be deemed received on the earlier of actual receipt or the third business day after the date on which it is so mailed:

(a) if to Indemnitee, to the address set forth above or to such other address as may be furnished to the Company by Indemnitee by notice similarly given; or

(b) if to the Company, to:

Aramark
2400 Market Street
Philadelphia, PA 19103
Attn: Corporate Secretary
215-413-8808 (facsimile)

or to such other address as may be furnished to Indemnitee by the Company by notice similarly given.

15. Subrogation.

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee in respect of such payment against one or more third parties (including without limitation D&O Insurance, if applicable). Indemnitee shall execute all documents and instruments necessary or desirable for such purpose, and shall do everything that may be reasonably necessary to secure such rights at the Expense of the Company, including the execution of such documents and instruments reasonably necessary or desirable to enable the Company effectively to bring suit to enforce such rights.

16. No Construction as Employment Agreement.

Nothing contained herein shall be construed as giving Indemnitee any right to be retained as a director, officer or employee of the Company or in any capacity with any other entity referred to in Section 6 hereof, or in the employ of the Company or of any such other entity.

17. Severability.

The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including without limitation each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

18. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement other than any estate, heir, executor or administrator of or other successor to Indemnitee.

19. Governing Law; Binding Effect; Amendment, Termination, Assignment and Waiver.

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns (including without limitation any direct or indirect successor by purchase, merger, consolidation or otherwise to all, substantially all, or a substantial part, of the business and/or assets of the Company), and spouses, heirs, and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or

otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(c) No amendment, modification, termination, cancellation or assignment of this Agreement shall be effective unless in writing signed by both parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the party making the waiver nor shall any such waiver constitute a continuing waiver.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the day and year first above written.

Aramark

/s/ John J. Zillmer
John J. Zillmer

By: /s/ Stephen I. Sadove
Stephen I. Sadove

Chairman of the Board of Directors

[SIGNATURE PAGE TO INDEMNIFICATION AGREEMENT]

Exhibit 10.3

ARAMARK AGREEMENT RELATING TO EMPLOYMENT AND POST-EMPLOYMENT COMPETITION

This Agreement is between the undersigned individual ("Employee") and Aramark.

RECITALS

WHEREAS, Aramark is a leading provider of managed services to business and industry, private and public institutions, and the general public, in the following business groups: food and support services and uniform and career apparel;

WHEREAS, Aramark has a proprietary interest in its business and financial plans and systems, methods of operation and other secret and confidential information, knowledge and data ("Proprietary Information") which includes, but is not limited to, all confidential, proprietary or non-public information, ideas and concepts; annual and strategic business plans; financial plans, reports and systems including, profit and loss statements, sales, accounting forms and procedures and other information regarding costs, pricing and the financial condition of Aramark and its business segments and groups; management development reviews, including information regarding the capabilities and experience of Aramark employees; intellectual property, including patents, inventions, discoveries, research and development, compounds, recipes, formulae, reports, protocols, computer software and databases; information regarding Aramark's relationships with its clients, customers, and suppliers and prospective clients, partners, customers and suppliers; policy and procedure manuals, information regarding materials and documents in any form or medium (including oral, written, tangible, intangible, or electronic) concerning any of the above, or any past, current or future business activities of Aramark that is not publicly available; compensation, recruiting and training, and human resource policies and procedures; and data compilations, research, reports, structures, compounds, techniques, methods, processes, and know-how;

WHEREAS, all such Proprietary Information is developed at great expense to Aramark and is considered by Aramark to be confidential trade secrets;

WHEREAS, Employee, as Chief Executive Officer of Aramark, will have access to Aramark's Proprietary Information, directly in the course of Employee's employment, and indirectly through interaction and meetings with and presentations by other Aramark senior managers;

WHEREAS, Aramark will introduce Employee to Aramark clients, customers, suppliers and others, and will encourage, and provide resources for, Employee to develop professional relationships with Aramark's clients, customers, suppliers and others;

WHEREAS, Aramark will provide specialized training and skills to Employee in connection with the performance of Employee's duties at Aramark which training involves the disclosure by Aramark to Employee of Proprietary Information; and

WHEREAS, Aramark will be vulnerable to unfair post-employment competition by Employee because Employee will have access to and knowledge of Aramark's Proprietary Information, will have a personal relationship with Aramark's clients, customers, suppliers and others, and will generate good will which Employee acknowledges belongs to Aramark.

NOW, THEREFORE, in consideration of Employee's employment with Aramark, the opportunity to receive the grant of equity-based awards to purchase common stock of Aramark from time to time, severance and other post-employment benefits provided for herein (including pursuant to the Termination Protection Provisions set forth in Exhibit B hereto to which Employee acknowledges Employee is not otherwise entitled), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees to enter into this Agreement with Aramark as a condition of employment pursuant to which Aramark will limit Employee's right to compete against Aramark and right to solicit Aramark's employees, customers, clients or suppliers during and following termination of employment on the terms set forth in this Agreement. Intending to be legally bound, the parties agree as follows:

ARTICLE 1
NON-DISCLOSURE AND NON-DISPARAGEMENT

Employee shall not, during or after termination of employment, directly or indirectly, in any manner utilize or disclose to any person, firm, corporation, association or other entity, except where required by law, any Proprietary Information which is not generally known to the public, or has not otherwise been disclosed or recognized as standard practice in the industries in which Aramark is engaged. Employee shall, during and after termination of employment, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Aramark, or any of Aramark's officers, directors, personnel, other service providers, policies or products or services, other than to comply with law.

ARTICLE 2
NON-COMPETITION

A. Subject to Article 2.B. below, Employee, during Employee's period of employment with Aramark, and for a period of two and one-half (2 ½) years following the voluntary or involuntary termination of employment, shall not, without Aramark's written permission, which shall be granted or denied in Aramark's sole discretion, directly or indirectly, associate with (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor or otherwise), or acquire or maintain ownership interest in, any Business which is competitive with that which was conducted by or developed for later implementation by Aramark at any time during the term of Employee's employment, provided, however, that if Employee's employment is involuntarily terminated by Aramark for any reason other than Cause (as defined herein), or terminated by Employee for Good Reason (as defined in the attached Schedule A), in either case at any time other than within two years following a Change of Control (as defined in the attached Schedule A) occurring after the date of this Agreement, then the term of the non-competition provision set forth herein will be modified to be two years following either such termination of employment. For purposes of this Agreement, "Business" shall be defined as a person, corporation, firm, LLC, partnership, joint venture or other entity. Nothing in the foregoing shall prevent Employee from investing in a Business that is or becomes publicly traded, if Employee's ownership is as a passive investor of less than 1% of the outstanding publicly traded stock of the Business.

B. The provision set forth in Article 2.A above, shall apply to the full extent permitted by law (i) in all fifty states, and (ii) each foreign country, possession or territory in which Aramark may be engaged in, or have plans to engage in, business (x) during Employee's period of employment, or (y) in the case of a termination of employment, as of the effective date of such termination or at any time during the twenty-four month period prior thereto.

C. Employee acknowledges that these restrictions are reasonable and necessary to protect the business interests of Aramark, and that enforcement of the provisions set forth in this Article 2 will not unnecessarily or unreasonably impair Employee's ability to obtain other employment following the termination (voluntary or involuntary) of Employee's employment with Aramark. Further, Employee acknowledges that the provisions set forth in this Article 2 shall apply if Employee's employment is involuntarily terminated by Aramark for Cause; as a result of the elimination of Employee's position; for performance-related issues; or for any other reason or no reason at all.

ARTICLE 3
NON-SOLICITATION

During the period of Employee's employment with Aramark and for a period of two and one-half (2 ½) years following the termination of Employee's employment, regardless of the reason for termination, Employee shall not, directly or indirectly: (i) induce or encourage any employee of Aramark to leave the employ of Aramark, (ii) hire any individual who was an employee of Aramark as of the date of Employee's termination of employment or within a six-month period prior to such date, or (iii) induce or encourage any customer, client, supplier or other business relation of Aramark to cease or reduce doing business with Aramark or in any way interfere with the relationship between any such customer, client, supplier or other business relation and Aramark, provided, however, if Employee's employment is involuntarily terminated by Aramark for any reason other than Cause (as defined herein), or terminated by Employee for Good Reason (as defined in the attached Schedule A) at any time other than within two years following a Change of Control (as defined in the attached Schedule A) occurring after the date of this Agreement, then the term of the non-solicitation provision set forth herein will be modified to be two years following such termination of employment.

ARTICLE 4
DISCOVERIES AND WORKS

Employee hereby irrevocably assigns, transfers, and conveys to Aramark to the maximum extent permitted by applicable law Employee's right, title and interest now or hereinafter acquired, in and to all Discoveries and Works (as defined below) created, invented, designed, developed, improved or contributed to by Employee, either alone or jointly with others, while employed by Aramark and within the scope of Employee's employment and/or with the use of Aramark's resources. The terms "Discoveries and Works" include all works of authorship, inventions, intellectual property, materials, documents, or other work product (including, without limitation, Proprietary Information, patents and patent applications,

patentable inventions, research, reports, software, code, databases, systems, applications, presentations, textual works, graphics and audiovisual materials). Employee shall have the burden of proving that any materials or works created, invented, designed, developed, contributed to or improved by Employee that are implicated by or relevant to employment by Aramark are not implicated by this provision. Employee agrees to (i) keep accurate records and promptly notify, make full disclosure to, and execute and deliver any documents and to take any further actions requested by Aramark to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder, and (ii) renounce any and all claims, including, without limitation, claims of ownership and royalty, with respect to all Discoveries and Works and all other property owned or licensed by Aramark. Any Discoveries and Works that, within six months after the termination of Employee's employment with Aramark, are made, disclosed, reduced to a tangible or written form or description, or are reduced to practice by Employee and which pertain to the business carried on or products or services being sold or developed by Aramark at the time of such termination shall, as between Employee and Aramark, be presumed to have been made during such employment with Aramark. Employee acknowledges that, to the fullest extent permitted by law, all Discoveries and Works shall be deemed "works made for hire" under the Copyright Act of 1976, as amended, 17 U.S.C. Section 101. Employee hereby grants Aramark a perpetual, nonexclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) in any Works and Discoveries, for all purposes in connection with Aramark's current and future business, that Employee has created, invented, designed, developed, improved or contributed to prior to Employee's employment with Aramark that are relevant to or implicated by such employment ("Prior Works"). Any Prior Works are disclosed by Employee in Schedule 1.

ARTICLE 5
REMEDIES

Employee acknowledges that in the event of any violation by Employee of the provisions set forth in Articles 1, 2, 3 or 4 above, Aramark will sustain serious, irreparable and substantial harm to its business, the extent of which will be difficult to determine and impossible to fully remedy by an action at law for money damages. Accordingly, Employee agrees that, in the event of such violation or threatened violation by Employee, Aramark shall be entitled to an injunction before trial before any court of competent jurisdiction as a matter of course upon the posting of not more than a nominal bond, in addition to all such other legal and equitable remedies as may be available to Aramark. If Aramark is required to enforce the provisions set forth in Articles 2 and 3 above by seeking an injunction, Employee agrees that the relevant time periods set forth in Articles 2 and 3 shall commence with the entry of the injunction. Employee further agrees that, in the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, illegal, or for any reason unenforceable as written, such court shall substitute a valid provision which most closely approximates the intent and purpose of the invalid provision and which would be enforceable to the maximum extent permitted by law.

ARTICLE 6
POST-EMPLOYMENT BENEFITS

A. If Employee's employment is terminated by (x) Aramark for any reason other than Cause or (y) Employee for Good Reason (each, as defined in the attached Schedule A), in each case other than within two years following a Change of Control (as defined in the attached Schedule A), then subject to Article 6.D below, Employee shall be entitled to the following post-employment payments and benefits:

1. Severance Pay: Employee shall receive severance payments equivalent to Employee's monthly base salary as of the effective date of termination (and without regard to any reduction in violation of this Agreement or which gives rise to Good Reason) for two years. Severance payments shall commence with the Employee's effective date of termination and shall be made in accordance with Aramark's normal payroll cycle. The period during which Employee receives severance payments pursuant to this Agreement shall be referred to as the "Severance Pay Period."

2. Other Post-Employment Benefits

(a) Basic Group medical and life insurance coverage shall continue under then prevailing terms during the Severance Pay Period; provided, however, that if Employee becomes employed by a new employer during that period, continuing coverage from Aramark will become secondary to any coverage afforded by the new employer. Employee's share of the premiums will be deducted from Employee's severance payments. Basic Group medical coverage provided during such period shall be applied against Aramark's obligation to continue group medical coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Upon termination of basic group medical and life coverage, Employee may convert such coverage to individual policies to the extent allowable under the terms of the plans providing such coverage.

(b) Employee's eligibility to participate in all other benefit and compensation plans, including, but not limited to the Management Incentive Bonus, Long Term Disability, any nonqualified retirement plans, and any stock option or ownership plans, shall terminate as of the effective date of Employee's termination unless provided otherwise under the terms of a particular plan; provided, however, that participation in plans and programs made available solely to Executive Leadership Council members, including, but not limited to the Executive Leadership Council Medical Plan, shall cease as of the effective date of termination or the date Employee's Executive Leadership Council membership ceases, whichever occurs first. Employee, however, shall have certain rights to continue the Executive Leadership Council Medical Plan under COBRA.

(c) Within thirty days after the effective date of Employee's termination for any reason, whether such termination is by Aramark with or without Cause or by Employee with or without Good Reason, Aramark shall pay Employee the portion of the Base Salary earned but unpaid through the termination date. Any bonus earned but unpaid as of the termination date for any previously completed fiscal year of Aramark, to the extent not previously deferred under a particular deferred compensation plan, and reimbursement for any

unreimbursed expenses properly incurred by Employee in accordance with Company policies prior to the termination date, shall be paid no later than 90 days after the end of the calendar year. Employee shall also receive such employee benefits, if any, to which Employee may be entitled from time to time under the employee benefit or fringe benefit plans, policies or programs of the Company, in accordance with their respective terms, other than any Company severance policy (payments and benefits in this subsection (c), the "Accrued Benefits"). Payment of the Accrued Benefits shall not be conditioned upon and shall be payable without regard to Employee's execution of the Release (as defined below).

B. Termination for "Cause" shall be defined as termination of employment due to: (i) conviction or plea of guilty or *nolo contendere* to a felony or misdemeanor involving moral turpitude, harassment or discrimination of any kind, (ii) intentional misconduct, fraud or dishonesty with respect to Aramark that causes material harm to Aramark, (iii) willful and continuous failure to perform lawfully assigned duties that are consistent with the Employee's position with Aramark, (iv) willful violation of Aramark's Business Conduct Policy or other applicable Aramark code of conduct that causes material harm to Aramark or its business reputation, or (v) a breach of fiduciary duty or otherwise intentionally working against the best interests of Aramark; in any case of conduct described in clauses (ii)-(v), only if such conduct continues beyond ten business days after receipt by the Employee from Aramark of a written demand to cure such conduct. Termination of Employee's employment with Aramark for "Cause" shall require a vote of the majority of Aramark's Board of Directors at a meeting after notice to Employee of such meeting at which Employee and counsel have a reasonable opportunity to be heard.

C. If Employee is terminated by Aramark for reasons other than Cause or Employee resigns for Good Reason, Employee will receive the severance payments and other post-employment benefits during the Severance Pay Period even if Employee commences other employment during such period provided such employment does not violate the terms of Article 2, and subject to the provisions of Article 6.F.

D. Notwithstanding anything else contained in this Article 6 to the contrary, Aramark may choose not to commence (or to discontinue) providing any payment or benefit, except the Accrued Benefits, unless and until Employee executes and delivers, without revocation, the Release within 60 days following Employee's termination of employment; provided, however, that subject to receipt of such executed release, Aramark shall commence providing such payments and benefits within 75 days following the date of termination of Employee's employment, which first payment shall include any payments owed to Employee not previously paid in such 75-day period following the date of termination of Employee's employment.

E. In addition to the remedies set forth in Article 5, Aramark reserves the right to terminate all severance payments and other post-employment benefits if Employee violates the covenants set forth in Articles 1, 2, 3 or 4 above in any material respect.

F. Employee's receipt of severance and other post-employment benefits under this Agreement (including under Exhibit B hereto) is contingent on (i) Employee's compliance with the provisions of Articles 1, 2, 3 and 4, (ii) Employee's execution and non-revocation of a release in substantially the form attached as Exhibit C (the "Release"), which Release shall not

include any claims by Employee to enforce Employee's rights under, or with respect to, (1) this Agreement (including the attached Exhibit B), (2) the Certificate of Incorporation and By-laws of Aramark, (3) the Indemnification Agreement between the Employee and Aramark dated as of the date hereof (the "Indemnification Agreement"), or (4) any Aramark retirement or health insurance benefit plan pursuant to its terms, and (iii) the expiration of the applicable Age Discrimination in Employment Act revocation period without such Release being revoked by Employee.

ARTICLE 7
TERM OF EMPLOYMENT

Employee acknowledges that Aramark has the right to terminate Employee's employment at any time for any reason whatsoever, provided, however, that any termination by Aramark for reasons other than Cause or by Employee for Good Reason shall result in the severance and the post-employment benefits described in Article 6 above, to become due in accordance with the terms of this Agreement subject to the conditions set forth in this Agreement. Employee further acknowledges that the severance payments made and other benefits provided by Aramark are in full satisfaction of any obligations Aramark may have resulting from Aramark's exercise of its right to terminate Employee's employment, except for those obligations which are intended to survive termination such as the payments to be made pursuant to retirement plans, deferred compensation plans, conversion of insurance, and the plans and other documents and agreements referred to in Article 6.F above.

ARTICLE 8
MISCELLANEOUS

A. As used throughout this Agreement, "Aramark" includes Aramark and its subsidiaries and affiliates or any corporation, joint venture, or other entity in which Aramark or its subsidiaries or affiliates has an equity interest in excess of ten percent (10%).

B. Notwithstanding anything to the contrary contained herein, Employee shall, after termination of employment, retain all rights to indemnification under applicable law or any agreement, or under Aramark's or any parent corporation's Certificate of Incorporation or By-Laws at a level that is at least as favorable to the Employee as that currently provided. In addition, the Company shall maintain Director's and Officer's liability insurance on behalf of Employee, at the level in effect immediately prior to such date of termination, for the three-year period following the date of termination, and throughout the period of any applicable statute of limitations. Nothing herein is intended to limit Employee's rights under the Indemnification Agreement.

C. In the event that it is reasonably determined by Aramark that, as a result of the deferred compensation tax rules under Section 409A of the Internal Revenue Code of 1986, as amended (and any related regulations or other pronouncements thereunder) ("the Deferred Compensation Tax Rules"), any of the payments and benefits that Employee is entitled to under the terms of this Agreement (including under Exhibit B) may not be made at the time contemplated by the terms hereof or thereof, as the case may be, without causing Employee to be subject to tax under the Deferred Compensation Tax Rules, Aramark shall, in lieu of providing

such payment or benefit when otherwise due under this Agreement, instead provide such payment or benefit on the first day on which such provision would not result in Employee incurring any tax liability under the Deferred Compensation Tax Rules; which day, if Employee is a "specified employee" within the meaning of the Deferred Compensation Tax Rules, shall be the first day of the seventh month following the date of Employee's termination of employment (or the earliest date as is permitted under the Deferred Compensation Tax Rules, without any accelerated or additional tax); provided, further, that to the extent that the amount of payments due under Article 6.A (or Exhibit B, as applicable) are not subject to the Deferred Compensation Tax Rules by virtue of the application of Treas. Reg. Sec. 1.409A-1(b)(9)(iii)(A), such payments may be made prior to the expiration of such six-month period. In addition, if the commencement of any payment or benefit provided under Article 6 that constitutes "deferred compensation" under the Deferred Compensation Tax Rules could, by application of the terms conditioning such payment or benefit upon the execution and non-revocation of the Release, occur in one of two taxable years, then the commencement of such payment shall begin on the first payroll date occurring in January of such second taxable year. To the extent any reimbursements or in-kind benefits due to Employee under this Agreement constitute "deferred compensation" under the Deferred Compensation Tax Rules, any such reimbursements or in-kind benefits shall be paid to Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Additionally, to the extent that Employee's receipt of any in-kind benefits from Aramark or its affiliates must be delayed pursuant to this Article 8.C due to Employee's status as a "specified employee," Employee may elect to instead purchase and receive such benefits during the period in which the provision of benefits would otherwise be delayed by paying Aramark (or its affiliates) for the fair market value of such benefits (as determined by Aramark in good faith) during such period. Any amounts paid by Employee pursuant to the preceding sentence shall be reimbursed to Employee (with interest thereon) as described above on the date that is the first day of the seventh month following Employee's separation from service. In the event that any payments or benefits that Aramark would otherwise be required to provide under this Agreement cannot be provided in the manner contemplated herein without subjecting Employee to tax under the Deferred Compensation Tax Rules, Aramark shall provide such intended payments or benefits to Employee in an alternative manner that conveys an equivalent economic benefit to Employee as soon as practicable as may otherwise be permitted under the Deferred Compensation Tax Rules. Without limiting the generality of the foregoing, Employee may notify Aramark if he believes that any provision of this Agreement (or of any award of compensation including equity compensation or benefits) would cause Employee to incur any additional tax under Section 409A and, if Aramark concurs with such belief after good faith review or Aramark independently makes such determination, Aramark shall, after consulting with Employee, use reasonable best efforts to reform such provision to comply with Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform the Deferred Compensation Tax Rules; provided that neither Aramark nor any of its employees or representatives shall have any liability to Employee with respect thereto. For purposes of the Deferred Compensation Tax Rules, each payment made under this Agreement (including, without limitation, each installment payment due under Article 6.A and Exhibit B, as applicable) shall be designated as a "separate payment" within the meaning of the Deferred Compensation Tax Rules, and references herein to Employee's "termination of employment" shall refer to Employee's separation from service with Aramark and its affiliates within the meaning of the Deferred Compensation Tax Rules.

D. In the event of a Change of Control as defined in the attached Exhibit B, the provisions of Exhibit B shall apply to Employee. Further, pursuant to the Deferred Compensation Tax Rules, Aramark, in its discretion, is permitted to accelerate the time and form of payments provided under the deferred compensation arrangement set forth in this Agreement (including Exhibit B), where the right to the payment arises due to a termination of the arrangement within the 30 days preceding or the 12 months following a change in control event (as defined in the Deferred Compensation Tax Rules).

E. If Employee's employment with Aramark terminates solely by reason of a transfer of stock or assets of, or a merger or other disposition of, a subsidiary of Aramark (whether direct or indirect), such termination shall not be deemed a termination of employment by Aramark for purposes of this Agreement, provided that Aramark requires the subsequent employer, by agreement, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Aramark would be required to perform it if no such transaction had taken place. In such case, Employee acknowledges and agrees that Aramark may assign this Agreement and Aramark's rights hereunder, and particularly Articles 1, 2, 3 and 4, in its sole discretion and without advance approval by Employee. In such case, Employee agrees that Aramark may assign this Agreement and all references to "Aramark" contained in this Agreement shall thereafter be deemed to refer to the subsequent employer.

F. Employee shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise.

G. Employee hereby represents to the Company that the execution and delivery of this Agreement by Employee and Aramark and the performance by Employee of Employee's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Employee is a party or otherwise bound.

H. In the event any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

I. The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles thereof. For purposes of any action or proceeding, Employee irrevocably submits to the non-exclusive jurisdiction of the courts of Pennsylvania and the courts of the United States of America located in Pennsylvania for the purpose of any judicial proceeding arising out of or relating to this Agreement, and acknowledges that the designated *fora* have a reasonable relation to the Agreement and to the parties' relationship with one another. Notwithstanding the provisions of this Article 8.I, Aramark may, in its discretion, bring an action or special proceeding in any court of competent jurisdiction for the purpose of seeking temporary or preliminary relief pending resolution of a dispute.

J. Employee expressly consents to the application of Article 8.I to any judicial action or proceeding arising out of or relating to this Agreement. Aramark shall have the right to serve legal process upon Employee in any manner permitted by law. In addition, Employee

irrevocably appoints the Executive Vice President, Human Resources of Aramark (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of Aramark, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.

K. Employee hereby waives, to the fullest extent permitted by applicable law, any objection that Employee now or hereafter may have to personal jurisdiction or to the laying of venue of any action or proceeding brought in any court referenced in Article 8.I and hereby agrees not to plead or claim the same.

L. Notwithstanding any other provision of this Agreement, Aramark may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Employee hereunder.

M. Employee expressly acknowledges and agrees that the Incentive Compensation Recoupment Policy set forth in Exhibit A to this Agreement, as the same may be amended from time to time, is binding on Employee and that Employee is a Covered Employee as defined in that policy.

N. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Aramark and Employee, and their respective heirs, legal representatives, successors and assigns. Employee acknowledges and agrees that this Agreement, including its provisions on post-employment restrictions, is specifically assignable by Aramark. Employee hereby consents to such future assignment and agrees not to challenge the validity of such future assignment.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed this 6th day of October, 2019.

/s/ John J. Zillmer

John J. Zillmer

ARAMARK

/s/ Stephen I. Sadove

By: Stephen I. Sadove

Title: Chairman of the Board of Directors, Aramark

[SIGNATURE PAGE TO AGREEMENT RELATING TO EMPLOYMENT AND POST-EMPLOYMENT COMPETITION]

Schedule 1
Prior Works*

EXHIBIT A

Aramark

Incentive Compensation Recoupment Policy

Overview

Aramark (the "Company") has adopted this incentive compensation recoupment policy (the "Policy") in order to ensure that incentive compensation is paid based on accurate financial data and to enable the Company to seek recoupment of incentive compensation in the event of material and willful violations of law that cause significant reputational or economic harm to the Company. In the event of an accounting restatement as described below the Company may seek recovery of incentive compensation that would have not been paid if the correct performance data had been used to determine the amount payable. In the event a Covered Employee (as defined below) commits a willful and material violation of applicable law and such violation results in significant reputational or economic harm to the Company, the Company may seek recovery of incentive compensation from such Covered Employee. The Board of Directors (the "Board") and the Compensation and Human Resources Committee of the Board (the "Committee") shall have full authority to interpret and enforce the Policy.

Covered Employees

The Policy applies to "Covered Employees" who are: the executive officers of the Company and its subsidiaries (as defined under Rule 3b-7 under the Securities Exchange Act of 1934, as amended) and all other executives in the Company's Executive Leadership Council.

Incentive Compensation

For purposes of this Policy, "incentive compensation" means cash performance bonuses and incentive stock awards including performance restricted stock and performance stock units paid, granted, vested or accrued under any Company plan or agreement in the form of cash or Company common stock whose payment or vesting is based on the achievement of one or more financial metrics.

Accounting Restatement; Calculation of Overpayment

If the Board or the Committee determines that (i) incentive compensation of a Covered Employee was overpaid, in whole or in part, as a result of a restatement of the reported financial or operating results of the Company due to material non-compliance with financial reporting requirements under the securities laws (unless due to a change in accounting policy or applicable law) and (ii) such Covered Employee has engaged in misconduct that causes or contributed, directly or indirectly, to the non-compliance that resulted in the obligation to restate the Company's reported financial or operating results, the Board or the Committee will determine, in its discretion, whether the Company shall, to the extent permitted by applicable law, seek to recover or cancel the incentive compensation granted, paid to, issued or vested in excess of the incentive compensation that would have been paid or granted to such Covered Employee or the incentive compensation in which such Covered Employee would have vested had the actual payment, granting or vesting been calculated based on the accurate data or restated results, as applicable (the "Overpayment").

If the Board or the Committee determines that a Covered Employee engaged in misconduct resulting in a material and willful violation of law that causes significant reputational or economic harm to the Company, the Board or the Committee may determine, in its discretion, whether the Company shall, to the extent permitted by applicable law, seek to recover or cancel any incentive compensation granted, paid to or issued or vested to such Covered Employee.

Forms of Recovery

If the Board or the Committee determines to seek recovery for the Overpayment or due to a material and willful violation of law, the Company shall have the right to demand that the Covered Employee reimburse the Company for the Overpayment or the amount of incentive compensation that the Board or Committee determines is appropriate. The Board or the Committee shall have the discretion to determine the form, amount and timing of any repayment. To the extent the Covered Employee does not make reimbursement of the Overpayment or amount sought to be recovered by the Company, the Company shall have the right to enforce the repayment through the reduction or cancellation of outstanding and future incentive compensation and shall also have the right to sue for repayment. To the extent any shares have been issued under vested awards or such shares have been sold by the Covered Employee, the Company shall have the right to cancel any other outstanding stock-based awards with a value equivalent to the Overpayment or amount sought to be recovered, as determined by the Board or the Committee.

Time Period for Overpayment Review

The Board or the Committee may make determinations of whether the Company shall seek recovery or cancellation of the Overpayment at any time through the end of the third fiscal year following the year for which the inaccurate performance criteria were measured; provided, that if steps have been taken within such period to restate the Company's financial or operating results, the time period shall be extended until such restatement is completed. For illustrative purposes only, this means that if incentive compensation is paid in late calendar 2015 for performance metrics based on fiscal year 2015 performance, the compensation shall be subject to review for Overpayment until the end of the 2018 fiscal year. Notwithstanding the above, if the Board or the Committee determines that any Covered Employee engaged in fraud or misconduct, the Board or the Committee shall be entitled to seek recovery or cancellation of the Overpayment with respect to such Covered Employee for a period of six years after the act of fraud or misconduct, as such time period is calculated by the Board or Committee. In the case of material and willful violations of law, the Board and the Committee may seek recovery of any incentive compensation paid within three years prior to the Company's demand for recoupment.

No Additional Payments

In no event shall the Company be required to award Covered Employees an additional payment if the restated or accurate financial results would have resulted in a higher incentive compensation payment.

Applicability

This Policy applies to all incentive compensation, granted, paid or credited after November 6, 2018, except to the extent prohibited by applicable law or any other legal obligation of the Company. Application of the Policy does not preclude the Company from taking any other action to enforce a Covered Employee's obligations to the Company, including termination of employment or institution of civil or criminal proceedings or any other remedies that may be available to the Company, including such remedies contained, without limitation, in the Company's equity grant and employment agreements, whether or not there is a restatement.

Committee Determination Final

Any determination by the Board or the Committee (or by any officer of the Company to whom enforcement authority has been delegated) with respect to this Policy shall be final, conclusive and binding on all interested parties.

Other Laws

The Policy is in addition to (and not in lieu of) any right of repayment, forfeiture or right of offset against any Covered Employee that is required pursuant to any statutory repayment requirement implemented at any time prior to or following the adoption of the Policy. This policy is in addition to, and is not a substitute for, the requirements of Section 304 of the Sarbanes-Oxley Act of 2002.

Amendment; Termination

The Board or the Committee may amend or terminate this Policy at any time.

Adopted on November 6, 2018

EXHIBIT B

TERMINATION PROTECTION PROVISIONS

This is an Exhibit B to, and forms a part of, the Aramark Agreement Relating to Employment and Post-Employment Competition between John J. Zillmer (the "Executive") and Aramark.

1. Defined Terms.

Unless otherwise indicated, capitalized terms used in this Exhibit which are defined in Schedule A shall have the meanings set forth in Schedule A.

2. Effective Date; Term.

This Exhibit shall be effective as of October 6, 2019 (the "Effective Date") and shall remain in effect until the later of two years following a Change of Control and the date that all of the Company's obligations under this Exhibit have been satisfied in full.

3. Change of Control Benefits.

If Executive's employment with the Company is terminated at any time within the two years following a Change of Control by the Company without Cause, or by Executive for Good Reason (the effective date of either such termination hereafter referred to as the "Termination Date"), Executive shall be entitled to the payments and benefits provided hereafter in this Section 3 and as set forth in this Exhibit. If Executive's employment by the Company is terminated prior to a Change of Control by the Company (i) at the request of a party (other than the Company) involved in the Change of Control or (ii) otherwise in connection with or in anticipation of a Change of Control that subsequently occurs, Executive shall be entitled to the benefits provided hereafter in this Section 3 and as set forth in this Exhibit, and Executive's Termination Date shall be deemed to have occurred immediately following the Change of Control. Payment of benefits under this Exhibit shall be in lieu of any benefits payable under the Aramark Agreement relating to Employment and Post-Employment Competition of which this Exhibit is a part, except as provided in Section 3(b) hereof. Notice of termination without Cause or for Good Reason shall be given in accordance with Section 13, and shall indicate the specific termination provision hereunder relied upon, the relevant facts and circumstances and the Termination Date.

a. Severance Payments. The Company shall pay Executive cash benefits equal to:

(1) two and one-half (2 ½) times Executive's Base Salary in effect on the date of the Change of Control or the Termination Date, whichever is higher; provided, that if any reduction of the Base Salary has occurred, then the Base Salary on either date shall be as in effect immediately prior to such reduction, payable as a cash lump sum within sixty days after the Termination Date; and

(2) two and one-half (2 ½) times Executive's Target Bonus in effect on the date of the Change of Control or the Termination Date, whichever is greater, payable as a cash lump sum within sixty days after the Termination Date; provided, that if any reduction of the Target Bonus has occurred, then the Target Bonus on either date shall be as in effect immediately prior to such reduction; and

(3) Executive's Target Bonus (as determined in Section 3(a)(2), above) multiplied by a fraction, the numerator of which shall equal the number of days Executive was employed by the Company in the Company fiscal year in which the Termination Date occurs and the denominator of which shall equal 365, payable as a cash lump sum within forty days after the Termination Date.

Notwithstanding the foregoing, in the event the Change in Control that results in payments pursuant to this Section 3(a) does not constitute a "change in control" for purposes of the Deferred Compensation Tax Rules, the payments described in this Section 3(a) shall instead each be paid in accordance with Article 6.A.1 of the Aramark Agreement relating to Employment and Post-Employment Competition, with any excess amounts payable as a cash lump sum within sixty days after the final payment is made pursuant to that Article 6.A.1, or such earlier date as permitted by the Deferred Compensation Tax Rules.

b. Continuation of Benefits. Until the thirty-month anniversary of the Termination Date, the Company shall at its expense provide Executive and Executive's spouse and qualified dependents with medical and life insurance coverage at the level provided to Executive immediately prior to the Change of Control; provided, however, that if Executive becomes employed by a new employer, continuing coverage from the Company will become secondary to any coverage afforded by the new employer.

c. Payment of Earned But Unpaid Amounts. Within thirty days after the Termination Date, the Company shall pay Executive the Accrued Benefits.

d. Vesting of Other Benefits. Executive shall be entitled to such accelerated vesting of outstanding equity-based awards or retirement plan benefits as is specified under the terms of the applicable plans, agreements and arrangements.

4. Mitigation.

Executive shall not be required to mitigate damages or the amount of any payment provided for under this Exhibit by seeking other employment or otherwise, and, subject to Section 3(b), compensation earned from such employment or otherwise shall not reduce the amounts otherwise payable under this Exhibit. No amounts payable under this Exhibit shall be subject to reduction or offset in respect of any claims which the Company (or any other person or entity) may have against Executive.

5. Excise Tax Consequences.

a. In the event it shall be determined that any payment, benefit or distribution (or combination thereof) by the Company, any of its affiliates, or one or more trusts established by the Company for the benefit of its employees, to or for the benefit of Executive (whether paid

or payable or distributed or distributable pursuant to the terms of this Exhibit, or otherwise) (a "Payment") is subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, hereinafter collectively referred to as the "Excise Tax"), if the net after-tax amount of such Payments, after Executive has paid all taxes due thereon (including, without limitation, taxes due under Section 4999 of the Code) is less than the net after-tax amount of all such Payments and benefits otherwise due to Executive in the aggregate, if such aggregate Payments were reduced to an amount equal to 2.99 times the Executive's "base amount" (as defined in Section 280G(b)(3) of the Code), then the aggregate amount of the payments and benefits shall be reduced to an amount that will equal 2.99 times the Executive's base amount. To the extent such aggregate parachute payment amounts are required to be so reduced, the parachute payment amounts due to the Executive (but no non-parachute payment amounts) shall be reduced in the following order: (i) payments and benefits due under Section 3.a of this Exhibit shall be reduced (if necessary, to zero) with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity fully valued (without regard to any discounts for present value) for purposes of the calculation to be made under Section 280G of the Code for purposes of this Section 5 (the "280G Calculation") in reverse order of when payable; and (iii) payments and benefits due in respect of any options or stock appreciation rights with regard to Aramark equity securities valued under the 280G Calculation based on time of vesting shall be reduced in an order that is most beneficial to the Executive.

b. All determinations required to be made under this Section 5, including whether and when a cutback is to be made, and the assumptions to be utilized in arriving at such determination, shall be made by such nationally recognized certified public accounting firm as may be designated by the Company which shall provide detailed supporting calculations both to the Company and Executive within ten business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company.

c. Notwithstanding anything contained in this Agreement or any other agreement between the Executive and the Company or any of its subsidiaries to the contrary, the Executive and the Company shall in good faith attempt to agree on steps to ensure that no payments to which the Executive would otherwise be entitled to receive pursuant to this Agreement or any such other agreement will be "parachute payments" (as defined in Section 280G(b)(2) of the Code).

6. Termination for Cause.

Nothing in this Exhibit shall be construed to prevent the Company from terminating Executive's employment for Cause. If Executive is terminated for Cause, the Company shall have no obligation to make any payments under this Exhibit, except for the Accrued Benefits.

7. Indemnification; Director's and Officer's Liability Insurance.

Executive shall, after the Termination Date, retain all rights to indemnification under applicable law, any agreements, or under the Company's Certificate of Incorporation or By-Laws, as they may be amended or restated from time to time. In addition, the Company shall maintain Director's and Officer's liability insurance on behalf of Executive, at the level in effect

immediately prior to the Termination Date, for the three-year period following the Termination Date, and throughout the period of any applicable statute of limitations. Nothing herein is intended to limit Employee's rights under the Indemnification Agreement.

8. Executive Covenants.

This is an Exhibit B to, and forms a part of, the Aramark Agreement Relating to Employment and Post-Employment Competition between Executive and Aramark (the "Agreement"). This Exhibit shall not diminish in any way Executive's rights under the terms of such Agreement, except that Executive's receipt of benefits under this Exhibit is contingent upon Executive's compliance in all material respects with all of the terms and conditions of the Agreement.

9. Costs of Proceedings.

Each party shall pay its own costs and expenses in connection with any legal proceeding (including arbitration), relating to the interpretation or enforcement of any provision of this Exhibit, except that the Company shall pay such costs and expenses, including attorneys' fees and disbursements, of Executive if Executive prevails on a substantial portion of the claims in such proceeding.

10. Assignment.

Except as otherwise provided herein, this Exhibit shall be binding upon, inure to the benefit of and be enforceable by the Company and Executive and their respective heirs, legal representatives, successors and assigns. If the Company shall be merged into or consolidated with another entity, the provisions of this Exhibit shall be binding upon and inure to the benefit of the entity surviving such merger or resulting from such consolidation. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by agreement, expressly to assume and agree to perform this Exhibit in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. The provisions of this Section 10 shall continue to apply to each subsequent employer of Executive hereunder in the event of any subsequent merger, consolidation or transfer of assets of such subsequent employer.

11. Withholding.

Notwithstanding any other provision of this Exhibit, the Company may, to the extent required by law, withhold applicable federal, state and local income and other taxes from any payments due to Executive hereunder.

12. Applicable Law.

This Exhibit shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles thereof.

13. Notice.

For the purpose of this Exhibit, any notice and all other communication provided for in this Exhibit shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

Aramark

2400 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

14. Entire Agreement; Modification.

This Exhibit constitutes the entire agreement between the parties and, except as expressly provided herein or in Article 6.F of the Agreement or in any benefit plan of the Company or of any of its affiliates, supersedes all other prior agreements expressly concerning the effect of a Change of Control occurring after the date of this Agreement with respect to the relationship between the Company and Executive. This Exhibit is not, and nothing herein shall be deemed to create, a contract of employment between the Company and Executive. This Exhibit may be changed only by a written agreement executed by the Company and Executive.

15. Severability.

In the event any one or more of the provisions of this Exhibit shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

Schedule A

CERTAIN DEFINITIONS

As used in this Exhibit B, and unless the context requires a different meaning, the following terms, when capitalized, have the meaning indicated:

1. "Act" means the Securities Exchange Act of 1934, as amended.

2. "Affiliate" shall have the meaning set forth in the Company Amended and Restated 2013 Stock Incentive Plan, as the same may be amended from time to time (or any successor plan thereto).

3. "Base Salary" means Executive's annual rate of base salary in effect on the date in question.

4. "Bonus" means the amount payable to Executive under the Company's applicable annual bonus plan with respect to a fiscal year of the Company.

5. "Cause" means "cause" as defined in the Agreement of which this Schedule A forms a part.

6. "Change of Control" means the first to occur of any of the following:

(i) The acquisition by any individual entity or group, within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, directly or indirectly, of beneficial ownership of equity securities of the Company representing more than 50% of the voting power of the then-outstanding equity securities of the Company entitled to vote generally in the election of directors (the "Company Voting Securities"); provided, however, that for purposes of this subsection (i), the following shall not constitute a Change of Control: (A) any acquisition by the Company or any Subsidiary, (B) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary, or (C) any acquisition by any Person pursuant to a transaction which complies with clauses (A) and (B) of subsection (ii) below; or

(ii) The consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the purchase of assets or stock of another entity (a "Business Combination"), in each case, unless immediately following such Business Combination, (A) all or substantially all of the beneficial owners of the Company Voting Securities immediately prior to such Business Combination beneficially own more than 50% of the then-outstanding combined voting power of the then-outstanding securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination in substantially the same proportion (relative to each other) as their ownership immediately prior to such Business Combination of the Company Voting Securities, and (B) no Person beneficially owns, directly or indirectly, more than a majority of the combined voting power of the then-outstanding voting securities of such entity except to the extent that such ownership of the Company existed prior to the Business Combination; or

(iii) A majority of the members of the Company's Board of Directors are replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the current members of the Company's Board of Directors before such replacement.

7. "Code" means the Internal Revenue Code of 1986, as amended.

8. "Company" means Aramark or any of its parents and any successor or successors thereto.

9. "Good Reason" means any of the following actions, without Executive's express prior written approval, other than due to Executive's Permanent Disability or death:

(a) removal by the Company's Board of Directors from the position of Chief Executive Officer of the Company;

(b) any decrease in Base Salary or Target Bonus;

(c) any relocation of Executive's principal place of business of 50 miles or more from the Company's headquarters in Philadelphia, Pennsylvania, other than normal travel consistent with past practice; or

(d) the Company's material breach of the employment letter agreement between the Company and Executive dated October 6, 2019, which for the avoidance of doubt shall not be interpreted to include the provisions of this Aramark Agreement relating to Employment and Post-Employment Competition, but shall include, without limitation, a diminution of your duties or authority as Chief Executive Officer (including reporting relationships).

Executive shall have twelve months from the time Executive first becomes aware of the existence of Good Reason to resign for Good Reason.

The Executive must provide notice to the Company of the existence of the condition described above within a period not to exceed 90 days of the initial existence of the condition, upon the notice of which the Company shall have a period of 30 days during which it may remedy the condition and not be required to pay the amount.

10. "Permanent Disability" means "permanent disability" as defined in the Company's long-term disability plan as in effect from time to time, or if there shall be no plan, the inability of Executive to perform in all material respects Executive's duties and responsibilities to the Company or any affiliate for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period by reason of a physical or mental incapacity.

11. "Subsidiary" means any Affiliate in respect of which the Company maintains a direct or indirect Controlling Interest. A "Controlling Interest" in an entity shall mean beneficial ownership of more than 50% of the voting power of the outstanding equity securities of the entity.

12. "Target Bonus" means the target Bonus established for Executive in respect of any given year, whether expressed as a percentage of Base Salary or a dollar amount.

EXHIBIT C

Release and Waiver of Claims

1. In consideration for the payments provided for under the Agreement Relating to Employment and Post-Employment Competition between me, John J. Zillmer, and Aramark Corporation dated October , 2019, as amended from time to time (the "Post Employment Competition Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree on behalf of myself, my spouse, agents, assignees, attorneys, successors, assigns, heirs and executors, to fully and completely release Aramark (which term shall be deemed to include Aramark Corporation, Aramark Services, Inc., and all subsidiary and affiliated and successor companies or other entities in which Aramark or Aramark Services, Inc., or their subsidiaries or affiliates has or had an equity interest in excess of ten percent (10%)), and their predecessors and successors and all of their respective past and/or present officers, directors, partners, members, managing members, managers, employees, agents, representatives, administrators, attorneys, insurers, shareholders, bondholders, clients, customers, suppliers, distributors, subcontractors, joint-venture partners, consultants and fiduciaries in their individual and/or representative capacities (hereinafter collectively referred to as the "Aramark Releasees"), to the fullest extent permitted by law, from any and all causes of action and claims whatsoever, which I or my heirs, executors, administrators, successors and assigns ever had or now have against the Aramark Releasees or any of them, in law, admiralty or equity, whether known or unknown to me, for, upon, or by reason of, any matter, action, omission, course or thing in connection with or in relationship to: (a) my employment or other service relationship with Aramark; (b) the termination of any such employment or service relationship; (c) any applicable employment, benefit, compensatory or equity arrangement with Aramark occurring or existing up to the date of my termination of employment with Aramark and the other Releasees; and (d) any equity or stock plans of Aramark (such released claims are collectively referred to herein as the "Released Claims").

2. The Released Claims include, without limitation of the language of paragraph 1, (i) any and all claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, the Worker Adjustment Retraining and Notification Act, the Pennsylvania Human Relations Act (including any claims threatened or pending before the Pennsylvania Human Relations Commission), the Pennsylvania Whistleblower Law and any and all other federal, state or local laws, statutes, rules and regulations pertaining to employment; and (ii) any claims for wrongful discharge, breach of express or implied contract, fraud, misrepresentation or any claims relating to benefits, compensation or equity, or any other claims under any statute, rule or regulation or under the common law, including compensatory damages, punitive damages, attorney's fees, costs, expenses and all claims for any other type of damage or relief.

3. The Released Claims shall not include: (i) any vested benefits or rights which I hold under any Aramark compensation or benefit plan (excluding severance); (ii) any claims to enforce my contractual rights under, or with respect to, the Post Employment Competition Agreement, the Indemnification Agreement, the Certificate of Incorporation or By-laws; (iii) any rights to workers' compensation benefits or unemployment insurance as required

by applicable law, or (iv) any claims that arise after the date on which I execute this Release and Waiver of Claims. The Release and Waiver of Claims does not apply to any claim that cannot be released in this Agreement as a matter of law. In addition, nothing herein prevents me from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar state or local agency or my ability to participate in any investigation or proceeding conducted by the EEOC or such similar state or local agency; provided however, that pursuant to Paragraphs 1 and 2 of this Release and Waiver of Claims, I am waiving, to the fullest extent permitted by law, any right to recover monetary damages or any other form of personal relief in connection with any such charge, investigation or proceeding. To the extent I receive any personal or monetary relief in connection with any such charge, investigation or proceeding, Aramark will be entitled to an offset for the payments made pursuant to the Post Employment Competition Agreement.

Nothing in the Post Employment Competition Agreement or this Release and Waiver of Claims shall prohibit or restrict me or my attorneys from lawfully, and without notice to Aramark: (a) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "Governmental Authorities") regarding a possible violation of any law; (b) responding to any inquiry or legal process directed to me individually (and not directed to Aramark and/or its subsidiaries) from any such Governmental Authorities; (b) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (d) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to my attorney in relation to a lawsuit for retaliation against me for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does the Post Employment Competition Agreement or this Release and Waiver of Claims require me to obtain prior authorization from Aramark before engaging in any conduct described in this Paragraph, or to notify Aramark that I have engaged in any such conduct.

4. I expressly understand and agree that the obligations of Aramark as set forth in the Post Employment Competition Agreement are in lieu of any and all other amounts which I might be, am now, or may become, entitled to receive from Aramark upon any claim released herein. I also expressly understand and agree that the separation payments paid to me under the Post Employment Competition Agreement is in addition to what I would otherwise be entitled to receive following the end of my employment. Other than as provided in the Post Employment Competition Agreement, I acknowledge and agree that I have received all entitlements due from Aramark relating to my employment with Aramark including, but not limited to, all wages earned, bonuses, sick pay, vacation pay and any other paid and unpaid leave for which I was eligible and to which I was entitled, and that no other entitlements are due to me other than as set forth in the Post Employment Competition Agreement.

5. I acknowledge that the Older Workers Benefit Protection Act ("OWBPA") requires Aramark to provide me with the following disclosures to ensure my release and waiver of claims under the federal Age Discrimination in Employment Act is knowing and voluntary and I acknowledge and agree as follows:

a. I have read carefully and fully understand the terms of this Release and Waiver of Claims and that Aramark advises me by the Post Employment Competition Agreement to consult with an attorney and further I have had the opportunity to consult with an attorney prior to signing this Release and Waiver of Claims.

b. I fully understand the Release and Waiver of Claims that I am signing.

c. I am signing this Release and Waiver of Claims voluntarily and knowingly and I have not relied on any representations, promises or agreements of any kind made to me in connection with my decision to accept the terms of this Release and Waiver of Claims, other than those set forth in this Release and Waiver of Claims and the Post Employment Competition Agreement.

d. I have been given at least twenty-one (21) days to consider whether I want to sign this Release and Waiver of Claims. To the extent I have executed this Release and Waiver of Claims within less than twenty-one (21) days after its delivery to me, my decision to execute this Release and Waiver of Claims prior to the expiration of such twenty-one (21) day period was entirely voluntary.

e. Any changes to the Post Employment Competition Agreement or this Release and Waiver of Claims made by Aramark, whether material or immaterial, do not restart the running of the twenty-one (21) day consideration period.

f. I have the right to revoke this Release and Waiver of Claims within seven (7) days after it is signed by me. I further acknowledge that I will not receive any payments or benefits due to me under the Post Employment Competition Agreement before the seven (7) day revocation period (the "Revocation Period") has passed and then only if I have not revoked this Release and Waiver of Claims.

This Release and Waiver of Claims shall take effect on the first business day following the expiration of the Revocation Period, provided this Release and Waiver of Claims has not been revoked by me as provided above during such Revocation Period.

Intending to be legally bound, I hereby execute this Release and Waiver of Claims.

[Signature Page Follows]

John J. Zillmer

DATED: [DATE]

[Signature Page to Release and Waiver of Claims]

Exhibit 99.1

NEWS RELEASE

Contact:

Media Inquiries
Karen Cutler
215-238-4063
Cutler-Karen@aramark.com

Investor Inquiries
Felise Kissell
215-409-7287
Kissell-Felise@aramark.com

Aramark Names Industry Veteran John Zillmer as Chief Executive Officer

Steve Sadove Remains Chairman, Paul Hilal Appointed Vice Chairman

Zillmer, Hilal and Three New Independent Directors Appointed to Board, Effective Immediately

Additional New Independent Director to Join Board at 2020 Annual Meeting

PHILADELPHIA, PA, October 7, 2019 — Aramark (NYSE:ARMK), a $16 billion global leader in food, facilities management and uniforms, announced today that John J. Zillmer, a proven executive with a track record of driving market-leading business results, will return to the Company as Chief Executive Officer, effective immediately. He will also become a member of the Company's Board of Directors.

A respected business leader for over three decades, Zillmer previously spent 18 years at Aramark. Under his leadership as President of Global Food & Support Services, Aramark experienced significant growth, ultimately becoming the largest food management provider in North America. Following his prior tenure at the Company, Zillmer served as Chairman and CEO of Allied Waste Industries where his transformation of Allied Waste became an industry benchmark. Zillmer also led Univar, a global chemical and ingredients distributor, as CEO and Executive Chairman, where he advanced corporate culture and drove substantial operational improvements.

"I am extremely excited about the opportunity to rejoin Aramark at such a dynamic time in the Company's history," Zillmer said. "I look forward to working closely with the Board and the Aramark team to drive growth and value for our employees, customers, partners and shareholders."

Five new independent directors will join the Board. Susan Cameron, former Chairman and Chief Executive Officer of Reynolds American Inc.; Karen King, former Executive Vice President and Chief Field Officer of McDonald's Corporation; and Art Winkleblack, former Executive Vice President and Chief Financial Officer of H.J. Heinz Company will join immediately, and Greg Creed, current Chief Executive Officer of Yum! Brands, Inc. whom the Board will nominate and recommend for election to the Company's Board at the Company's 2020 Annual Meeting. In addition, Paul Hilal, founder and CEO of Mantle Ridge LP, the Company's largest shareholder, will become Vice Chairman. Aramark's current non-executive Chairman, Stephen Sadove, will remain as Chairman of the Board.

Four existing Aramark directors, Pierre-Olivier Beckers-Vieujant, Lisa Bisaccia, Patricia Morrison and John Quelch, have retired from the Board effective as of the appointment of the new directors. Aramark's Board will be comprised of 11 directors following the election of Greg Creed at the Company's 2020 Annual Meeting. The Office of the Chairman has been dissolved.

“John Zillmer is an outstanding leader with a proven record of accelerating business performance and fostering a strong corporate culture. We are thrilled he is returning to lead Aramark as Chief Executive Officer,” Sadove said. “Additionally, we appreciate Mantle Ridge’s thoughtful approach to the long-term success of Aramark and welcome this opportunity to partner with Paul Hilal, a true owner-steward. I would also like to thank the retiring directors for their contributions and years of dedicated service, and to extend a welcome to the new directors, whom we are delighted are joining us.”

“I look forward to working closely with John, Steve and the Board to further our common purpose: helping Aramark most fully realize its potential, and drive value for all of its stakeholders,” Hilal said. “I also want to thank the Aramark directors, including those departing the Board, for the productive engagement that facilitated this positive outcome.”

Aramark and Mantle Ridge have entered into an agreement, a copy of which will be filed by the Company with the Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K.

Biographies of the new Aramark Board members:

JOHN J. ZILLMER

John Zillmer is a highly effective and successful business leader with deep experience and expertise in the food services and related businesses, corporate culture, logistics and corporate governance. Zillmer is also an expert in strategies for business optimization and process improvement, having previously served Aramark for nearly two decades with a focus on clients and consumers.

During his time at the Company, Zillmer progressed through the ranks, acting as Vice President of Operating Systems, Regional VP, Area VP, Executive VP Business Dining Services, President of Business Services Group and President of International, ultimately becoming President of Global Food and Support Services. Under his leadership, Aramark Food & Support Services was a best-in-class company and the largest food management provider in North America.

After leaving Aramark, Zillmer became Chairman and CEO of Allied Waste Industries. He also served as CEO and Executive Chairman of Univar, a global chemical and ingredients distributor.

Zillmer currently serves as Non-Executive Chairman of CSX Corporation as well as on the Boards of Veritiv Corporation, Performance Food Group (PFG) Company, Inc. and Ecolab, Inc. He was named to NACD’s Directorship 100 in 2016 in recognition of his outstanding contributions to corporate governance. Zillmer intends to retire from the Veritiv and PFG Boards.

Through his family foundation, Zillmer focuses his philanthropic efforts on the needs of children and families in Tanzania and Haiti. The foundation built the Inspiration Center, a multi-purpose facility for doctors, nurses and patients at the Machame Hospital in the Kilimanjaro district in Tanzania

PAUL HILAL

Paul Hilal, Founder and CEO of Mantle Ridge LP, has built over the past two decades a strong record as an engaged investor, a partner to shareholders and boards, and as a value investor. Mantle Ridge is an owner-steward that partners with shareholders and boards to help companies reach their fullest potential. Mantle Ridge currently owns a nearly five percent stake in CSX Corporation, where Hilal has served as Vice Chairman since 2017.

Prior to forming Mantle Ridge, Hilal served for a decade as a Senior Partner at Pershing Square Capital Management, where he played leading roles in successful value creation initiatives including the engagements with Canadian Pacific Railway Limited, Air Products & Chemicals Inc., and Ceridian Corporation.

Hilal currently serves on the Board of Overseers of Columbia Business School and served until 2016 on the Board of the Grameen Foundation – an umbrella organization that helps microlending and microfranchise institutions empower the world's poorest through financial inclusion and entrepreneurship. He is also a Trustee of the Supreme Court Historical Society, a non-profit organization dedicated to the preservation of the history of the Supreme Court of the United States.

SUSAN CAMERON

Susan Cameron, former Chairman and Chief Executive Officer of Reynolds American Inc., is an accomplished CEO with expertise in driving transformational cultural change and organic operating performance.

Cameron serves as a director on the boards of Tupperware Brands Corporation and nVent Electric plc. and previously served on the boards of Reynolds American and RR Donnelley & Sons Co. In addition, she was named one of Fortune Magazine's top 50 business people of the year in 2016.

GREG CREED

Greg Creed, current Chief Executive Officer of Yum! Brands, Inc., is a 25-year veteran of Yum! Brands and its predecessor companies. He has extensive experience in the food industry as well as leadership expertise in significant and successful transformation.

Creed serves as a director on the boards of Yum! Brands and Whirlpool Corporation, and he previously served on the board of International Game Technology. Creed's non-public company board experience includes the Fight 2 Win Foundation and the Taco Bell Foundation. In addition, he was named an "Industry Titan" by the Women's Foodservice Forum for driving gender equity and investing in women leaders.

KAREN KING

Karen King, former Executive Vice President and Chief Field Officer of McDonald's Corporation, is a seasoned restaurant industry executive with more than 40 years of experience. King has substantial expertise in field operations and talent development, having worked her way up from a member of the McDonald's crew to a top executive of the McDonald's U.S. business, with responsibility for more than 14,000 restaurants.

King currently serves as a trustee of the Ronald McDonald House of Durham, and previously served on the boards of the National Restaurant Association, the Bennett College for Women, and the Ronald McDonald House of South Florida.

ART WINKLEBLACK

Art Winkleblack, former Executive Vice President and Chief Financial Officer of H.J. Heinz Company, is a highly accomplished food industry executive with significant and relevant public company board experience. Winkleblack has a strong focus on driving a performance-oriented culture and a demonstrated ability to attract top talent and align incentive metrics with performance levels.

He currently serves as a director on the boards of Wendy's, Performance Food Group Company, and Church & Dwight Inc., and he previously served on the board of RTI International Metals. He is currently an Investor in Residence and Economics Guest Lecturer at UCLA and was the #1 ranked CFO in the food industry by Institutional Investor in 2011.

About Aramark

Aramark (NYSE:ARMK) proudly serves Fortune 500 companies, world champion sports teams, state-of-the-art healthcare providers, the world's leading educational institutions, iconic destinations and cultural attractions, and numerous municipalities in 19 countries around the world. Our 270,000 team members deliver experiences that enrich and nourish millions of lives every day through innovative services in food, facilities management and uniforms. We work to put our sustainability goals into action by focusing on initiatives that engage our employees, empower healthy living, preserve our planet and build local communities. Aramark is recognized as one of the World's Most Admired Companies by FORTUNE, as well as an employer of choice by the Human Rights Campaign and DiversityInc. Learn more at www.aramark.com or connect with us on Facebook and Twitter.

About Mantle Ridge

Founded by Paul Hilal in 2016, Mantle Ridge LP is a fully-aligned, well-resourced, long-term partner for shareholders and boards seeking to most fully develop the potential of the companies they own and steward. Mantle Ridge has raised separate single-investment, five-year special purpose vehicles to support its engagements with CSX Corporation and Aramark. Mantle Ridge maintains a beneficial ownership position in Aramark of approximately 9.8% of the Company's shares outstanding, plus an additional non-beneficial-ownership interest of approximately 10.2%.

Forward Looking Statements

This press release includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect our current views as to future events and financial performance with respect to, without limitation, conditions in our industry, our operations, our economic performance and financial condition. 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 or remain or continue to be 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 or opportunities, business strategy, financial results and our estimated benefits and costs of our acquisitions 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. 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: our ability to successfully implement our management and board transition; 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 achieve and 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; our ability to attract new or maintain existing customer and supplier relationships at reasonable cost; our ability to retain key

personnel and other factors set forth 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” and other sections of our Annual Report on Form 10-K, filed with the SEC on November 21, 2018 as such factors may be updated from time to time in our other periodic filings with the SEC, which are accessible on the SEC’s website at www.sec.gov and which may be obtained by contacting Aramark’s investor relations department via its website www.aramark.com. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this press release and in our other filings with the SEC. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in our expectations, or otherwise, except as required by law.