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): December 16, 2013
(December 10, 2013)

ARAMARK Holdings Corporation
(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.)**

1101 Market Street **Philadelphia, Pennsylvania**	**19107**
(Address of Principal Executive Offices)	**(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))

Item 1.01. Entry into a Material Definitive Agreement.

Underwriting Agreement

On December 11, 2013, ARAMARK Holdings Corporation (the "Company") entered into an Underwriting Agreement (the "Underwriting Agreement") with Goldman, Sachs & Co., J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC as representatives of the several underwriters named therein (collectively, the "Underwriters") and the selling stockholders named therein (the "Selling Stockholders"), relating to the initial public offering (the "Offering") of 36,250,000 shares of its common stock, par value $0.01 per share, of which 28,000,000 are being sold by the Company and 8,250,000 are being sold by the Selling Stockholders, pursuant to the Company's Registration Statement on Form S-1 (File No. 333-191057), as amended (the "Registration Statement"). The offering price to the public was $20.00 per share, and the Underwriters agreed to purchase the shares from the Company and the Selling Stockholders at a price of $18.90 per share. Certain of the Selling Stockholders also granted the Underwriters an option to purchase up to 5,437,500 additional shares to cover over allotments. On December 13, 2013, the Underwriters exercised this option in full.

The Underwriting Agreement contains certain representations, warranties, covenants and conditions. It also provides that the Company will indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933 (the "Securities Act"), or contribute to payments the Underwriters may be required to make because of any of those liabilities.

The foregoing description of the terms of the Underwriting Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Underwriting Agreement which is filed herewith as Exhibit 1.1 and is incorporated herein by reference.

Stockholders Agreement

In connection with the Offering, on December 10, 2013, the Company entered into an Amended and Restated Stockholders Agreement (the "Stockholders Agreement") with ARAMARK Intermediate HoldCo Corporation ("HoldCo"), a Delaware corporation wholly-owned by the Company, and the stockholders of the Company named therein. The terms of the Stockholders Agreement are substantially the same as the terms set forth in the form of such agreement previously filed as Exhibit 10.54 to the Registration Statement and as described therein. A copy of the Stockholders Agreement is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Registration Rights Agreement

In connection with the Offering, on December 10, 2013, the Company entered into an Amended and Restated Registration Rights and Coordination Committee Agreement (the "Registration Rights Agreement") with Holdco and the stockholders of the Company named therein. The terms of the Registration Rights Agreement are substantially the same as the terms set forth in the form of such

agreement previously filed as Exhibit 10.55 to the Registration Statement and as described therein. A copy of the Registration Rights Agreement is filed herewith as Exhibit 10.2 and is incorporated herein by reference.

Certain of the Underwriters and the stockholders party to the Underwriting Agreement, the Stockholders Agreement and the Registration Rights Agreement, as applicable, have various relationships with the Company. For further information concerning the other material relationships between the Company and such entities and their affiliates, see the sections entitled "Underwriting (Conflicts of Interest)" and "Certain Relationships and Related Party Transactions" in the Company's prospectus dated December 11, 2013, filed pursuant to Rule 424(b) of the Securities Act on December 12, 2013, which information is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders

The information set forth under Item 5.03 below is incorporated by reference into this Item 3.03.

Item 5.03. Amendments to Articles of Incorporation or Bylaws.

Amended and Restated Certificate of Incorporation and Amended and Restated By-laws

As contemplated in the Registration Statement, the Company filed an Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") with the Secretary of State of the State of Delaware on December 11, 2013.

Amended and Restated Bylaws (the "Bylaws") became effective as of December 11, 2013, as contemplated in the Registration Statement.

The provisions of the Certificate of Incorporation and Bylaws are substantially the same as the provisions set forth in the forms of such Certificate of Incorporation and Bylaws filed as Exhibits 3.1 and 3.2 to the Registration Statement, respectively. A description of the common stock of the Company is included in the Registration Statement in the section entitled "Description of Capital Stock." The Certificate of Incorporation and the Bylaws are filed herewith as Exhibits 3.1 and 3.2, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description of Exhibit
1.1	Underwriting Agreement, dated as of December 11, 2013, among ARAMARK Holdings Corporation and the other parties thereto
3.1	Amended and Restated Certificate of Incorporation of ARAMARK Holdings Corporation
3.2	Amended and Restated By-laws of ARAMARK Holdings Corporation
10.1	Amended and Restated Stockholders Agreement, dated as of December 10, 2013, among ARAMARK Holdings Corporation and the other parties thereto
10.2	Amended and Restated Registration Rights and Coordination Committee Agreement, dated as of December 10, 2013, among ARAMARK Holdings Corporation and the other parties thereto

SIGNATURE

Pursuant to the requirements 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 HOLDINGS CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President and Chief Financial Officer

December 16, 2013

EXHIBIT INDEX

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Exhibit 1.1

EXECUTION VERSION

ARAMARK HOLDINGS CORPORATION

36,250,000 Shares of Common Stock

Underwriting Agreement

December 11, 2013

Goldman, Sachs & Co.,
200 West Street,
New York, New York 10282

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

As representatives of the several Underwriters
named in Schedule I hereto,

Ladies and Gentlemen:

ARAMARK Holdings Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of 28,000,000 shares of common stock, par value $0.01 per share ("Stock") of the Company, and the stockholders of the Company named in Schedule II hereto (the "Initial Selling Stockholders") and any party who becomes a selling stockholder after the date hereof pursuant to a joinder agreement in the form of Annex I hereto (the "Joinder Agreement") (each a "Future Selling Stockholder" and, together with the Initial Selling Stockholders, the "Selling Stockholders") propose, subject to the terms and conditions stated herein, to sell to the Underwriters an aggregate of 8,250,000 shares and, at the election of the Underwriters, up to 5,437,000 additional shares of Stock. The aggregate of 36,250,000 shares to be sold by the Company and the Selling Stockholders is herein called the "Firm Shares" and the aggregate of 5,437,000 additional shares to be sold by certain of the Selling Stockholders is herein called the "Optional Shares." The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares."

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(i) A registration statement on Form S–1 (File No. 333-191057) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you and, excluding exhibits thereto, to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has heretofore been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(a)(iii) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(ii) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(iii) For the purposes of this Agreement, the "Applicable Time" shall mean the date and time when sales of Shares were first made; the Pricing Prospectus, as supplemented by the information listed on Schedule III(b) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule III(a) hereto does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the

circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(iv) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(v) Since the date of the most recent financial statements of the Company included in the Pricing Prospectus (i) there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change or development in the condition (financial or otherwise), business, results of operations or management of the Company and its subsidiaries, taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Pricing Prospectus;

(vi) Each of the Company and its subsidiaries owns or leases all real properties as are necessary to the conduct of its respective operations as currently conducted, except as would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business or results of operations of the Company and its subsidiaries, taken as a whole and after giving effect to the issuance and sale of the Shares as described herein (a “Material Adverse Effect”);

(vii) Each of the Company and its subsidiaries has been duly organized and is validly existing as an entity in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate or other organizational power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Pricing Prospectus, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each jurisdiction where the ownership or leasing of its properties or the conduct of its business requires such qualification except where the failure to be so organized or qualified, have such power or authority or be in good standing would not reasonably be expected to have a Material Adverse Effect;

(viii) The Company has an authorized capitalization as set forth in the Pricing Prospectus under the caption "Capitalization" and all of the issued shares of capital stock of the Company, including the Shares to be sold by the Selling Stockholders, have been duly and validly authorized and issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock contained in each of the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares and except as otherwise set forth in the Pricing Prospectus) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(ix) The Shares to be issued and sold by the Company have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus;

(x) None of the execution and delivery of this Agreement, the issuance and sale of the Shares or the consummation of any other of the transactions herein or therein contemplated, or the fulfillment of the terms hereof or thereof will conflict with, result in a breach or violation of or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any Significant Subsidiary (as defined in Rule 1-02(x) of Regulation S-X under the Act) pursuant to, (i) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Significant Subsidiary is a party or bound or to which its or their property is subject; or (ii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any Significant Subsidiary or any of its or their properties, other than in the cases of clauses (i) and (ii), such breaches, violations, liens, charges, or encumbrances that would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect or result in the violation of the charter, bylaws or equivalent organizational document of the Company or Significant Subsidiary;

(xi) No consent, approval, authorization, filing with or order of any United States (or any political subdivision thereof) court or governmental agency or body or, to the knowledge of the Company, any non-United States court or governmental agency or body, in either case is required in connection with the execution, delivery and performance of this Agreement (including, without limitation, the issuance and sale of the Shares), except for the registration under the Act and the Exchange Act of the Shares and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under the blue sky laws of any jurisdiction in which the Shares are offered and sold in connection with the transactions contemplated hereby;

(xii) None of the Company or any of its subsidiaries is in violation or default of (i) any provision of its charter, bylaws or any equivalent organizational document; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, other than in the cases of clauses (i) (if such entity is not the Company or a Significant Subsidiary), (ii) and (iii), such violations and defaults that would not reasonably be expected to have a Material Adverse Effect;

(xiii) The statements set forth in each of the Pricing Prospectus and the Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Stock and under the caption "Certain United States Federal Income Tax Considerations for Non-U.S. Holders," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects;

(xiv) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company threatened that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Pricing Prospectus;

(xv) None of the Company or any of its subsidiaries is or, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Pricing Prospectus, will be an "investment company", as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(xvi) At the time of filing the Initial Registration Statement the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act;

(xvii) KPMG LLP, who have audited certain financial statements of the Company and its consolidated subsidiaries and delivered their reports with respect to the audited consolidated financial statements of the Company included in the Pricing Prospectus, are independent auditors with respect to the Company within the meaning of the Act;

(xviii) The Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company and each of its subsidiaries in which it owns a majority interest maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(xix) The Company and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods

specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act;

(xx) This Agreement has been duly authorized, executed and delivered by the Company;

(xxi) The consolidated historical financial statements of the Company and its consolidated subsidiaries included in the Pricing Prospectus present fairly in all material respects the consolidated financial position, results of operations and cash flows of the Company and its subsidiaries on a consolidated basis as of the dates and for the periods indicated in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein); the selected historical financial data set forth under the caption "Summary—Summary Consolidated Financial Data" in the Pricing Prospectus fairly presents in all material respects, on the basis stated in the Pricing Prospectus, the information included therein;

(xxii) The Company and its subsidiaries have filed all non-U.S., U.S. federal, state and local tax returns that are required to be filed or have requested extensions thereof (except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect) and except as set forth in or contemplated in the Pricing Prospectus and have paid all taxes required to be paid by them and any other tax assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for any such tax assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect or except as set forth in or contemplated in the Pricing Prospectus;

(xxiii) Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against the Company or any of its subsidiaries currently occurring or, to the knowledge of the Company, threatened;

(xxiv) The Company and its subsidiaries taken as a whole are insured against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged or as required by law;

(xxv) After giving effect to the issuance of the Shares and the use of proceeds therefrom, no wholly-owned subsidiary of the Company will be prohibited, directly or indirectly, (i) from paying any dividends to the Company or any subsidiary, (ii) from making any other distribution on such subsidiary's capital stock or membership interests, (iii) from repaying to the Company or any subsidiary any loans or advances to such subsidiary from the Company or any subsidiary or (iv) from transferring any of such subsidiary's property or assets to the Company or any subsidiary of the Company, except, in each case, as may be limited by applicable state corporation or limited liability company law or any applicable foreign law or foreign exchange regulation and/or as described in the Pricing Prospectus;

(xxvi) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate U.S. federal, state or non-U.S. regulatory authorities necessary to conduct their respective businesses, except where the failure to possess

such licenses, certificates, permits and other authorizations would not reasonably be expected to have a Material Adverse Effect, and none of the Company or any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Pricing Prospectus;

(xxvii) The Company and its subsidiaries (i) are in compliance with any and all applicable non-U.S., U.S. federal, state and local laws and regulations relating to the protection of human health and safety (as such is affected by hazardous or toxic substances or wastes, pollutants or contaminants), the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; (iii) have not received notice of any actual or potential liability under any Environmental Law; and (iv) have not been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, except where such non-compliance with Environmental Laws, failure to receive or comply with required permits, licenses or other approvals, liability or status as a potentially responsible party would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect and except as set forth in or contemplated in the Pricing Prospectus;

(xxviii) (i) The minimum funding standard under Section 302 of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder ("ERISA"), has been satisfied by each "pension plan" (as defined in Section 3(2) of ERISA) that has been established or maintained by the Company and/or one or more of its subsidiaries; (ii) each of the Company and its subsidiaries has fulfilled its obligations, if any, under Section 515 of ERISA; (iii) each pension plan and welfare plan established or maintained by the Company and/or one or more of its subsidiaries is in compliance in all material respects with the currently applicable provisions of ERISA; and (iv) none of the Company or any of its subsidiaries has incurred or, except as set forth or contemplated in the Pricing Prospectus, would reasonably be expected to incur any material withdrawal liability under Section 4201 of ERISA, any material liability under Section 4062, 4063, or 4064 of ERISA, or any other material liability under Title IV of ERISA; except, in each case, as would not reasonably be expected to have a Material Adverse Effect;

(xxix) The Company and its subsidiaries own, possess, license or have other rights to use all patents, trademarks and service marks, trade names, copyrights, domain names (in each case including all registrations and applications to register same), inventions, trade secrets, technology, know-how and other intellectual property (collectively, the "Intellectual Property") necessary for the conduct of their respective businesses as now conducted or as proposed in the Pricing Prospectus to be conducted, except where the failure to own, possess, license or otherwise have such rights would not reasonably be expected to have a Material Adverse Effect. Except as set forth in the Pricing Prospectus, or except as would not reasonably be expected to have a Material Adverse Effect, (i) the Company and its subsidiaries own, or have rights to use under license, all such Intellectual Property free and clear in all respects of all adverse claims, liens or other encumbrances; (ii) to the knowledge of the Company there is no infringement by third parties of any such Intellectual Property; (iii) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by any third party challenging the Company's or its subsidiaries' rights in or to any such Intellectual Property; (iv) there is no

pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by any third party challenging the validity, scope or enforceability of any such Intellectual Property; and (v) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by any third party that the Company or any of its subsidiaries infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of any third party;

(xxx) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) or presentation of market-related or statistical data contained in the Pricing Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xxxi) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, controlled affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of, in any material respect, any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act of 2010 of the United Kingdom; or (v) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(xxxii) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxxiii) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or controlled affiliate of the Company or any of its subsidiaries is currently the subject or target of any U.S. sanctions administered or enforced by the U.S. government (including without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC")), the United Nations Security Council ("UNSC"), or the European Union, Her Majesty's Treasury ("HMT") or other applicable sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) for the purpose of financing the activities of or business with any person, or in any country or territory, that, at the time of such financing, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as initial purchaser, advisor, investor or otherwise) of Sanctions;

(xxxiv) Since the date of the latest audited financial statements included in the Pricing Prospectus, neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole except as otherwise disclosed in the Pricing Prospectus; and

(xxxv) There is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (collectively, the "Sarbanes-Oxley Act"). The Company has taken all necessary action to ensure that it is in compliance with all provisions of the Sarbanes-Oxley Act (including Section 402 related to loans and Section 301 and 906 related to certifications) and is actively taking steps to ensure that it will be in compliance with all other provisions of the Sarbanes-Oxley Act not currently in effect or which will become applicable to the Company.

(b) Each of the Initial Selling Stockholders (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) severally and not jointly represents and warrants to, and agrees with, each of the Underwriters that:

(i) All consents, approvals, authorizations and orders necessary for the execution and delivery by such Selling Stockholder of this Agreement and, if applicable, the Joinder Agreement, the Power of Attorney and the Custody Agreement hereinafter referred to, and for the sale and delivery of the Shares to be sold by such Selling Stockholder hereunder have been obtained; and such Selling Stockholder has full right, power and authority to enter into this Agreement and, if applicable, the Joinder Agreement, the Power-of-Attorney and the Custody Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder;

(ii) The sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with this Agreement and, if applicable, the Joinder Agreement, the Power of Attorney and the Custody Agreement and the consummation of the transactions herein and therein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, (B) result in any violation of the provisions of the Certificate of Incorporation or By-laws of such Selling Stockholder if such Selling Stockholder is a corporation or the Partnership Agreement of such Selling Stockholder if such Selling Stockholder is a partnership or (C) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or any of its subsidiaries or any property or assets of such Selling Stockholder except in the case of (A) and (C), as would not, individually or in the aggregate, affect the validity of the Shares to be sold by such Selling Stockholder or reasonably be expected to materially impact such Selling Stockholder's ability to perform its obligations under this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental body or agency is required for the performance by such Selling Stockholder of its obligations under this Agreement and, if applicable, the Joinder Agreement, the Power of Attorney and the Custody Agreement and the consummation by such Selling Stockholder of the transactions contemplated by this Agreement and, if applicable, the Joinder Agreement, the Power of Attorney and the Custody Agreement in connection with the Shares to be sold by such Selling Stockholder hereunder, except the registration under the Act and the Exchange Act of the Shares, and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(iii) Such Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 4 hereof) such Selling Stockholder will have, valid and unencumbered title to the Shares to be sold by such Selling Stockholder hereunder at such Time of Delivery; and, upon delivery of such Shares and payment therefor pursuant hereto, valid and unencumbered title to such Shares will pass to the several Underwriters;

(iv) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action that is designed to or that has constituted or might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(v) To the extent that any statements made in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein in the preparation of the answers to Items 7 and 11(m) of Form S–1, such Registration Statement and Preliminary Prospectus did, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will, when they become effective or are filed with the Commission, as the case may be, conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and, such statements do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading;

(vi) With respect to any Selling Stockholder that expects to transfer the Shares to be sold by it through the Custodian (as defined below), certificates in negotiable form representing all of the Shares to be sold by such Selling Stockholder hereunder have been placed in custody under a Custody Agreement, in the form heretofore furnished to you (the "Custody Agreement"), duly executed and delivered by such Selling Stockholder to Computershare Inc., as custodian (the "Custodian"), and such Selling Stockholder has duly executed and delivered a Power of Attorney, in the form heretofore furnished to you (the "Power of Attorney"), appointing the persons indicated in Schedule II hereto, and each of them, as such Selling Stockholder's attorneys-in-fact (the "Attorneys-in-Fact") with authority to execute and deliver this Agreement on behalf of such Selling Stockholder, to determine the purchase price to be paid by the Underwriters to the Selling Stockholders as provided in Section 2 hereof, to authorize the delivery of the Shares to be sold by such Selling Stockholder hereunder and otherwise to act on behalf of such Selling Stockholder in connection with the transactions contemplated by this Agreement and the Custody Agreement;

(vii) The Shares represented by the certificates held in custody for such Selling Stockholder are subject to the interests of the Underwriters hereunder; if applicable, the arrangements made by such Selling Stockholder for such custody, and the appointment by such Selling Stockholder of the Attorneys-in-Fact by the Power of Attorney, are to that extent irrevocable; the obligations of the Selling Stockholders hereunder shall not be terminated by operation of law, whether by the death or incapacity of any individual Selling Stockholder or, in the case of an estate or trust, by the death or incapacity of any executor or trustee or the termination of such estate or trust, or in the case of a partnership or corporation, by the

dissolution of such partnership or corporation, or by the occurrence of any other event; if any individual Selling Stockholder or any such executor or trustee should die or become incapacitated, or if any such estate or trust should be terminated, or if any such partnership or corporation should be dissolved, or if any other such event should occur, before the delivery of the Shares to be sold by such Selling Stockholder hereunder, certificates representing the Shares to be sold by such Selling Stockholder hereunder shall be delivered by or on behalf of the Selling Stockholders in accordance with the terms and conditions of this Agreement and of the Custody Agreements; and actions taken by the Attorneys-in-Fact pursuant to the Powers of Attorney shall be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Custodian, the Attorneys-in-Fact, or any of them, shall have received notice of such death, incapacity, termination, dissolution or other event; and

2. Subject to the terms and conditions herein set forth, (a) the Company and each of the Selling Stockholders agree, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company and each of the Selling Stockholders, at a purchase price per share of $18.9000, the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to be sold by the Company and each of the Selling Stockholders as set forth opposite their respective names in Schedule II hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from the Company and all of the Selling Stockholders hereunder and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company and the Selling Stockholders, as and to the extent indicated in Schedule II hereto agree, severally and not jointly, to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company and each of the Selling Stockholders, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

Certain of the Selling Stockholders, as and to the extent indicated in Schedule II hereto, hereby grant, severally and not jointly, to the Underwriters the right to purchase at their election up to 5,437,500 Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering sales of shares in excess of the number of Firm Shares, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares shall be made in proportion to the maximum number of Optional Shares to be sold by certain of the Selling Stockholders as set forth in Schedule II hereto initially with respect to the Optional Shares to be sold by such Selling Stockholders in proportion to the maximum number of Optional Shares to be sold by each Selling Stockholder as set forth in Schedule II hereto. Any such election to purchase Optional Shares may be exercised only by written notice from the Representatives to the Company and the Attorneys-in-Fact, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company and the Attorneys-in-Fact otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by the Representatives of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus. The Company hereby confirms its engagement of Morgan Stanley & Co. LLC ("Morgan Stanley") as, and Morgan Stanley hereby confirms its agreement with the Company to render services as, a "qualified independent underwriter" within the meaning of Rule 2720(b)(15) of the National Association of Securities Dealers, Inc. (the "NASD") with respect to the offering and sale of the Firm Shares. Morgan Stanley, in its capacity as qualified independent underwriter and not otherwise, is referred to herein as the "QIU." As compensation for the services of the QIU hereunder, the Company agrees to pay the QIU $10,000 on the First Time of Delivery.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company and the Selling Stockholders shall be delivered by or on behalf of the Company and the Selling Stockholders to the Representatives, through the facilities of the Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the accounts specified by the Company and the Custodian to the Representatives at least forty-eight hours in advance. The Company and the Selling Stockholders will cause the certificates representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York time, on December 17, 2013 or such other time and date as the Representatives, the Company and the Attorneys-in-Fact may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York time, on the date specified by the Representatives in each written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives, the Company and the Attorneys-in-Fact may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(l) hereof will be delivered at the offices of Cahill Gordon & Reindel LLP: 80 Pine Street, New York, New York 10005 (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at 4:00 p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Agreement, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last

Time of Delivery without your consent which shall not be unreasonably withheld; to advise you, and the Selling Stockholders promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you and the Selling Stockholders, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction or to subject itself to taxation in any jurisdiction;

(c) Prior to 10:00 a.m., New York City time, on the second New York Business Day following the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders (which may be satisfied by filing with the Commission’s EDGAR system), as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) (i) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Company Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise, without the prior written consent of Goldman, Sachs & Co. and J.P. Morgan Securities LLC; provided, however, that if (1) during the last 17 days of the Company Lock-Up Period, the Company releases earnings results or announces material news or a material event or (2) prior to the expiration of the Company Lock-Up Period, the Company announces that it will release earnings results during the 15-day period following the last day of the Company Lock-Up Period, then in each case the Company Lock-Up Period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless each of Goldman, Sachs & Co. and J.P. Morgan Securities LLC waives, in writing, such extension; in the event of any announcement that gives rise to an extension of the Company Lock-Up Period or the Stockholder Lock-Up Period, the Company will provide Goldman, Sachs & Co. and J.P. Morgan Securities LLC and, in the case of any announcement that gives rise to an extension of the Stockholder Lock-Up, the Selling Stockholders with prior notice of such announcement. The restrictions in the foregoing sentence shall not apply to (A) the Shares to be sold hereunder, (B) the Shares to be issued upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement, (C) any options or other awards (including without limitation restricted stock or restricted stock units), or shares of Stock issued with respect to such options and other awards, granted under Company stock plans or otherwise in equity compensation arrangements, in each case as in effect on the date hereof, with directors, officers and employees of the Company, its subsidiaries and any joint ventures 50% owned by the Company, (D) the issuance of any other securities registered pursuant to any registration statement on Form S-8 relating to any benefit plans or arrangements disclosed in the Pricing Prospectus or (E) the issuance of up to 5% of the outstanding shares of Stock in connection with the acquisition of the assets of, or a majority or controlling portion of the equity of, or a joint venture with another entity in connection with the acquisition by the Company or any of its subsidiaries of such entity; provided in the case of this clause (E) the transferee of such shares agrees to be bound in writing to the restrictions set forth in this clause (E);

(ii) If Goldman, Sachs & Co. and J.P. Morgan Securities LLC, in their sole respective discretion, agree to release or waive the restrictions in lock-up letters pursuant to Section 8(j) hereof, in each case for an officer or director of the Company, and provide the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release through a major news service at least two business days before the effective date of the release or waiver;

(f) [Reserved];

(g) During a period of two years from the effective date of the Registration Statement, furnish to the Representatives copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver the Representatives as soon as they are available, copies of any current, periodic or annual reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; provided that any report, communication or financial statements furnished to or filed with the Commission that is publically available on the Commission's EDGAR system shall be deemed to have been furnished to you at the time furnished or filed with the Commission;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Prospectus under the caption "Use of Proceeds";

(i) To use its commercially reasonable efforts to list for trading, subject to official notice of issuance, the Shares on the New York Stock Exchange (the "Exchange");

(j) To file with the Commission such information on Form 10-Q or Form 10-K as may be required by Rule 463 under the Act; and

(k) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a).

6. (a) The Company represents and agrees that, without the prior consent of each of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; each Initial Selling Stockholder (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) represents and agrees that, without the prior consent of the Company and each of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; and each Underwriter represents and agrees that, without the prior consent of the Company and each of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus; any such free writing prospectus the use of which has been consented to by the Company and each of the Representatives is listed on Schedule III(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact

necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein; and

(d) Each Selling Stockholder agrees, in order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, to deliver to you prior to or at the First Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

7. The Company and each of the Initial Selling Stockholders (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) covenant and agree with one another and with the several Underwriters that (a) the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the Blue Sky Memorandum and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; and (iv) all fees and expenses in connection with listing the Shares on the Exchange; (v) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates; if applicable (vii) the cost and charges of any transfer agent or registrar, (viii) the costs and expenses of the Company relating to investor presentations on any road show undertaken in connection with the marketing of the Shares, including without limitation, expenses associated with the production of road show slides and graphics, travel and lodging expenses of the officers of the Company, and the cost of aircraft and other transportation chartered in connection with the road show, provided, however, that the Underwriters shall be responsible for 50% of the equivalent third party costs of any private aircraft incurred by or on behalf of the Company in respect of such presentations and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section; and (b) except as otherwise agreed between the Company and the Selling Stockholders, including pursuant to any registration rights agreement, such Selling Stockholder will pay or cause to be paid all costs and expenses incident to the performance of such Selling Stockholder's obligations hereunder which are not otherwise specifically provided for in this Section, including (i) any fees and expenses of counsel for such Selling Stockholder, (ii) such Selling Stockholder's pro rata share of the fees and expenses of the Attorneys-in-Fact and the Custodian, and (iii) all expenses and taxes incident to the sale and delivery of the Shares to be sold by such Selling Stockholder to the Underwriters hereunder. In connection with clause (b)(iii) of the preceding sentence, the Representatives agree to pay New York State stock transfer tax, and such Selling Stockholder agrees to reimburse the Representatives for associated carrying costs if such tax payment is not rebated on the day of payment and for any portion of such tax payment not rebated. It is understood, however, that the Company shall bear, and the Selling Stockholders shall not be required to pay or to reimburse the Company for, the cost of any other matters not directly relating to the

sale and purchase of the Shares pursuant to this Agreement, and that, except as provided in this Section, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Selling Stockholders herein are, at and as of such Time of Delivery, true and correct in all material respects (except to the extent already qualified by materiality or Material Adverse Effect in which case such representation or warranty shall be true and correct in all respects), the condition that the Company and the Selling Stockholders shall have performed all of its and their obligations hereunder theretofore to be performed in all material respects, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Cahill Gordon & Reindel LLP, counsel for the Underwriters, shall have furnished to you such written opinion and negative assurance letter, dated such Time of Delivery, in form and substance satisfactory to you;

(c) Simpson Thacher & Bartlett LLP, counsel for the Company, shall have furnished to you their written opinion and negative assurance letter each in the form agreed to on the date hereof, dated such Time of Delivery;

(d) The respective counsel for certain of the Selling Stockholders, as indicated in Schedule II hereto, each shall have furnished to you their written opinion with respect to each of the Selling Stockholders for whom they are acting as counsel each in the form agreed to on the date hereof, dated such Time of Delivery;

(e) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, KPMG LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(f) Since the date of the most recent financial statements of the Company included in the Pricing Prospectus there shall not have been any change or development in the condition (financial or otherwise), business or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth in or contemplated in the Pricing Prospectus, the effect of which is, or would reasonably be expected to become, in the judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus;

(g) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange or the NASDAQ Global Market; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(i) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to official notice of issuance, on the Exchange;

(j) The Company shall have obtained and delivered to the Underwriters executed copies of a "lock-up" agreement from each stockholder of the Company listed on Schedule IV hereto, in the form agreed to on the date hereof;

(k) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the second New York Business Day following the date of this Agreement;

(l) Each Future Selling Stockholder shall have executed and delivered a Joinder Agreement at or prior to such Time of Delivery; and

(m) (1)The Company and the Selling Stockholders shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and of the Selling Stockholders, respectively, reasonably satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery, (2) the Company shall have furnished or cause to be furnished to you at such Time of Delivery certificates of officers of the Company as to the performance by the Company of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and (3) the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (f) of this Section 8.

9. (a) The Company will indemnify and hold harmless each Underwriter and each Initial Selling Stockholder (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such Underwriter or Selling Stockholder for any legal or other expenses reasonably incurred by such Underwriter or Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein or by a Selling Stockholder expressly for use therein.

(b) Each Initial Selling Stockholder (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder), severally and not jointly, will indemnify and hold harmless each Underwriter and the Company against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use in the preparation of the answers therein to Items 7 and 11(m) of Form S-1; and will reimburse each Underwriter and the Company for any legal or other expenses reasonably incurred by such Underwriter or the Company in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that such Selling Stockholder shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Pricing Prospectus or the Prospectus or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein; provided, further, that the liability of a Selling Stockholder pursuant to this subsection (b) shall not exceed the product of the number of Shares sold by such Selling Stockholder including any Optional Shares and the initial public offering price of the Shares as set forth in the Prospectus, less all underwriting discounts and commissions (but before giving effect to expenses) (the "Selling Stockholder Net Proceeds").

(c) Each Underwriter will indemnify and hold harmless the Company and each Initial Selling Stockholder (and upon execution of delivery of a Joinder Agreement, each Future Selling Stockholder) against any losses, claims, damages or liabilities to which the Company or such Selling Stockholder may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the Company and such Selling Stockholder for any legal or other expenses reasonably incurred by the Company or such Selling Stockholder in connection with investigating or defending any such action or claim as such expenses are incurred.

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights or defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above, except as provided in paragraph (e) below. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a), (b) or (c) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (d) above, then each indemnifying party shall

contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. Benefits received by the QIU shall be deemed to be equal to the compensation received by the QIU for acting in such capacity. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (e) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (e). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (e), (i) no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, (ii) no Selling Stockholder shall be required to contribute any amount in excess of the amount by which the Selling Stockholder Net Proceeds exceed the amount of any damages which the Selling Stockholder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, or (iii) the QIU, in its capacity as such, shall not be responsible for any amount in excess of the compensation received by the QIU for acting in such capacity. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (e) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) (i) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter and each Selling Stockholder and each person, if any, who controls any Underwriter or any Selling Stockholder within the meaning of the Act and each broker-dealer affiliate of any Underwriter, (ii) the obligations of each Selling Stockholder under this Section 9 shall be in addition to any liability which such Selling Stockholder may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Underwriter and the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and each person, if any, who controls any Underwriter or the Company within the meaning of the Act and each broker-dealer affiliate of any Underwriter, and (iii) the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of each Selling Stockholder and the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and each person, if any, who controls the Company or any Selling Stockholder within the meaning of the Act.

(g) Without limitation of and in addition to its obligations under the other paragraphs of this Section 9, the Company agrees to indemnify and hold harmless the QIU, its directors, officers, employees and agents and each person who controls the QIU (within the meaning of either the Act or the Exchange Act) in connection with the offering of the Shares, against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject, insofar as such losses, claims, damages or liabilities (or action in respect thereof) arise out of or are based upon the QIU's acting as a "qualified independent underwriter" (within the meaning of Rule 5121) in connection with the offering of the Shares contemplated by this Agreement, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability results from the gross negligence or willful misconduct of the QIU.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company and the Selling Stockholders shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company and the Selling Stockholders that you have so arranged for the purchase of such Shares, or the Company or a Selling Stockholder notifies you that it has so arranged for the purchase of such Shares, you or the Company or the Selling Stockholders shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company and the Selling Stockholders shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you, the Company and the Selling Stockholders as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company and the Selling Stockholders shall not exercise the right described in subsection (b) above to

require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company and the Selling Stockholders to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter, the Company or the Selling Stockholders, except for the expenses to be borne by the Company, the Selling Stockholders and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Selling Stockholders and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any of the Selling Stockholders, or any officer or director or controlling person of the Company, or any controlling person of any Selling Stockholder, and shall survive delivery of and payment for the Shares.

12. The Company, the Selling Stockholders and the Underwriters acknowledge and agree (i) that the only information furnished or to be furnished by any Underwriter to the Company for inclusion in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, or the Prospectus consists of the information set forth in the second and third sentences of the sixth paragraph and the eleventh, twelfth, thirteenth and twenty-sixth paragraphs under the caption “Underwriting” in the Prospectus and includes any information furnished by the Underwriters for inclusion in any Issuer Free Writing Prospectus and (ii) that the only information furnished or to be furnished to the Company by any Selling Stockholders expressly for use in the preparation of the answers to Items 7 and 11(m) of Form S-1 and set forth in the Registration Statement, any Preliminary Prospectus, any Issuer Free Writing Prospectus, or the Prospectus consists solely of the information set forth in the beneficial ownership table and in the footnotes thereto included under the caption “Principal and Selling Stockholder” in the Prospectus with respect to such Selling Stockholder.

13. If this Agreement shall be terminated pursuant to Section 8(h)(iv), Section 8(h)(v) or Section10 hereof, neither the Company nor the Selling Stockholders shall then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Company and the Selling Stockholders as provided herein, the Company and each of the Selling Stockholders pro rata (based on the number of Shares to be sold by the Company or such Selling Stockholder hereunder) will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company and the Selling Stockholders shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

14. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by Goldman, Sachs & Co., J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. LLC on behalf of you as the representatives; and in all dealings with any Selling Stockholder hereunder, you and the Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of such Selling Stockholder made or given by any or all of the Attorneys-in-Fact for such Selling Stockholder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholders, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Representatives at Goldman, Sachs & Co.**,** 200 West Street, New York, New York 10282, Attention: Registration Department, J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358); Attention Equity Syndicate Desk, Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, NY 10010-3629, Attention: LCD-IBD and Morgan Stanley & Co. LLC 1585 Broadway, New York, NY 10036, (fax: (646) 290-2639), Attention: Equity Syndicate Desk, with a copy to the Legal Department, if to any Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to counsel for such Selling Stockholder at its address set forth in Schedule II hereto; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: Secretary; if to any stockholder that has delivered a lock-up letter described in Section 8(j) hereof shall be delivered or sent by mail to his or her respective address provided in writing to the Company or if to the QIU shall be delivered or sent by mail telex or facsimile transmission to the QIU at Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Equity Syndicate Desk, with a copy to the Legal Department; provided, however, that any notice to an Underwriter pursuant to Section 9(d) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholders by you on request; provided further that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission at Goldman, Sachs & Co., 200 West Street, New York, New York 10282, Attention: Control Room, J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179 (fax: (212) 622-8358); Attention Equity Syndicate Desk, Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, NY 10010-3629, Attention: LCD-IBD and Morgan Stanley & Co. LLC 1585 Broadway, New York, NY 10036, (fax: (646) 290-2639), Attention: Equity Syndicate Desk, with a copy to the Legal Department. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Initial Selling Stockholders (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company, any Selling Stockholder or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company and the Initial Selling Stockholders (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) acknowledge and agree that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Selling Stockholders, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is

acting solely as a principal and not the agent or fiduciary of the Company or any Selling stockholder, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company or any Selling Stockholder with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company or any Selling Stockholder on other matters) or any other obligation to the Company or any Selling Stockholder except the obligations expressly set forth in this Agreement and (iv) the Company and each Selling Stockholder has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company and each Selling Stockholder agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company or any Selling Stockholder, in connection with such transaction or the process leading thereto.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company, the Selling Stockholders and the Underwriters, or any of them, with respect to the subject matter hereof.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. The Company, each Initial Selling Stockholder (and upon execution and delivery of a Joinder Agreement, each Future Selling Stockholder) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

21. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

22. Notwithstanding anything herein to the contrary, the Company and the Selling Stockholders are authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company and the Selling Stockholders relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, “tax structure” is limited to any facts that may be relevant to that treatment.

23. Without limiting the applicability of Section 2 hereof or any other provision of this Agreement, with respect to any Underwriter who is or is affiliated with any person or entity engaged to act as an investment adviser on behalf of a client who has a direct or indirect interest in the Shares being sold by a Selling Stockholder, the Shares being sold to such Underwriter shall not include any Shares attributable to such client (with any such Shares instead being allocated and sold to the other Underwriters) and, accordingly, the fees or other amounts received by such Underwriter in connection with the transactions contemplated hereby shall not include any fees or any other amounts attributable to such client (and, if there is any unsold allotment in the offering at the First Time of Delivery, such unsold allotment in respect of Shares attributable to such client shall be allocated solely to Underwriters not affiliated with such client).

If the foregoing is in accordance with your understanding, please sign and return to us one for the Company and each of the Representatives and the Custodian counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters, the Company and each of the Selling Stockholders. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company and the Selling Stockholders for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Any person executing and delivering this Agreement as Attorney-in-Fact for a Selling Stockholder represents by so doing that he has been duly appointed as Attorney-in-Fact by such Selling Stockholder pursuant to a validly existing and binding Power of Attorney that authorizes such Attorney-in-Fact to take such action.

Very truly yours,

ARAMARK HOLDINGS CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President

GS CAPITAL PARTNERS V FUND, L.P.

By: GSCP V Advisors, L.L.C., its General Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V OFFSHORE FUND, L.P.

By: GSCP V Offshore Advisors, L.L.C., its General Parts

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V GMBH & CO. KG

By: GS Advisors V, L.L.C., its Managing Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V INSTITUTIONAL, L.P.

By: GS Advisors V, L.L.C. Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

J.P. MORGAN PARTNERS (BHCA), L.P.

By: JPMP Master Fund Manager, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS A, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN) II, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN) II, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN), L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN), L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

CCMP CAPITAL INVESTORS II, L.P.

By: CCMP Capital Associates, L.P., its General Partner
Its General Partner

By: CCMP Capital Associates GP, LLC, its general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President and CEO

CCMP CAPITAL INVESTORS (CAYMAN) II, L.P.

By: CCMP Capital Associates, L.P., its General Partner
Its General Partner

By: CCMP Capital Associates GP, LLC, its general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President and CEO

THOMAS H. LEE EQUITY FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THOMAS H. LEE PARALLEL FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THL EQUITY FUND VI INVESTORS (ARAMARK), LLC
By: THL Equity Advisors VI, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

PUTNAM INVESTMENT HOLDINGS, LLC
By: Putnam Investments, LLC, its managing member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THL COINVESTMENT PARTNERS, L.P.
By: Thomas H. Lee Partners, L.P., its general partner
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

PUTNAM INVESTMENT EMPLOYEES' SECURITIES COMPANY III, LLC
By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THOMAS H. LEE PARALLEL (DT) FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX LLC, its General Partner
By: Warburg Pincus Partners LLC, its Sole Member
By: Warburg Pincus & Co., its Managing Member

By: /s/ David Barr
Name: David Barr
Title: Partner

By: /s/ Joseph Neubauer
Name: Joseph Neubauer

NATIONAL PHILANTHROPIC TRUST

By: /s/ Eileen R. Heisman
Name: Eileen R. Heisman
Title: President & CEO

The Management Selling Stockholders named in Schedule II hereto

By: /s/ Stephen R. Reynolds
Name: Stephen R. Reynolds
Title: EVP and General Counsel

As Attorney-in-Fact acting on behalf of each of the Management Selling Stockholders named in Schedule II to this Agreement.

Accepted as of the date hereof

Goldman, Sachs & Co.

By: /s/ Matthew Leavitt
Name: Matthew Leavitt
Title: Managing Director

On behalf of itself and each of the other Underwriters

Accepted as of the date hereof

J.P. Morgan Securities LLC

By: /s/ Jason Fournier
Name: Jason Fournier
Title: Managing Director

On behalf of itself and each of the other Underwriters

Accepted as of the date hereof

Credit Suisse Securities (USA) LLC

By: /s/ John B. Pilant
Name: John B. Pilant
Title: Managing Director

On behalf of itself and each of the other Underwriters

Accepted as of the date hereof

Morgan Stanley & Co. LLC

By: /s/ John Tyree
Name: John Tyree
Title: Managing Director

On behalf of itself and each of the other Underwriters

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman, Sachs & Co.	7,975,000	1,196,250
J.P. Morgan Securities LLC	7,975,000	1,196,250
Credit Suisse Securities (USA) LLC	5,256,250	788,438
Morgan Stanley & Co. LLC	5,256,250	788,438
Barclays Capital Inc.	2,175,000	326,250
Merrill Lynch, Pierce, Fenner & Smith Incorporated.	2,175,000	326,250
RBC Capital Markets, LLC	1,812,500	271,875
Wells Fargo Securities, LLC	1,812,500	271,875
Robert W. Baird & Co. Incorporated	543,750	81,563
SMBC Nikko Securities America, Inc.	226,562	33,984
Rabo Securities (USA), Inc.	226,562	33,984
PNC Capital Markets LLC	226,562	33,984
Santander Investment Securities Inc.	226,562	33,984
The Williams Capital Group, L.P.	181,251	27,188
Samuel A Ramirez & Company, Inc.	181,251	27,187
Total	36,250,000	5,437,500

SCHEDULE II

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Principal Stockholders:		
CCMP Capital Investors II, L.P.	637,245	480,886
CCMP Capital Investors II (Cayman), L.P.	84,937	64,096
GS Capital Partners V Fund, L.P.	760,544	573,932
GS Capital Partners V Offshore Fund, L.P.	392,865	296,469
GS Capital Partners V Institutional L.P.	260,802	196,809
GS Capital Partners V GMBH & Co. KG	30,153	22,754
J.P. Morgan Partners (BHCA), L.P.	407,249	307,324
J.P. Morgan Global Investors, L.P.	97,624	73,670
J.P. Morgan Global Investors A, L.P.	15,000	11,320
J.P. Morgan Global Investors (Cayman), L.P.	49,012	36,986
J.P. Morgan Partners Global Investors (Cayman) II, L.P.	5,481	4,136
J.P. Morgan Partners Global Investors (Selldown), L.P.	33,054	24,943
J.P. Morgan Partners Global Investors (Selldown) II, L.P.	114,762	86,603
Thomas H. Lee Equity Fund VI, L.P.	795,338	600,188
Thomas H. Lee Parallel Fund VI, L.P.	538,561	406,416
Thomas H. Lee Parallel (DT) Fund VI, L.P.	94,076	70,993
THL Equity Fund VI Investors (Aramark), LLC	6,813	5,141
THL Coinvestment Partners, L.P.	1,459	1,101
Putnam Investment Holdings, LLC	4,059	3,063
Putnam Investments Employees Securities Company III LLC	4,058	3,062
Warburg Pincus Private Equity IX, L.P.	1,475,022	1,113,101
Directors and Named Executive Officers:		
Joseph Neubauer or a charitable donee to which Joseph Neubauer donates shares	—	1,054,506
L. Frederick Sutherland	106,500	—
Lynn B. McKee	73,725	—
Management Selling Stockholders:		
Brad Drummond	40,745	
L Frederick Sutherland and Barbara H Sutherland JT TEN	32,357	—
McWain Partners, LLC, L.F. Sutherland, MGR and Barbara H. Sutherland, MGR.	25,530	—
Bruce W Fears	24,990	—
Gary J Crompton	23,869	—
Harry Carpenter	21,694	—
Jeffrey Paul Connor	20,886	—
Dennis R Maple	19,811	—

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Michael Fadden Jr	19,216	—
Michael J Leone	17,208	—
Marc Bruno	16,327	—
Barbara H. Sutherland	15,000	—
Harold B. Dichter	13,970	—
Pablo Achurra Fontaine	13,069	—
Joseph T Barrell	12,876	—
Joseph J Tinney Jr	12,134	—
Gary Wood	12,128	—
David Kaufman	12,069	—
James Lee	11,497	—
Debra Rodgers	10,107	—
Jonathan Peters	9,641	—
Francis X Glavin	9,504	—
Angel Herrera	8,917	—
Valerie R Wandler	8,858	—
Joseph Delaney	8,617	—
Mary Wyman	8,611	—
John G. Wixted	8,000	—
Jeffrey L Tushar	8,000	—
Laura S Dabkowski	7,950	—
James P Weygandt	7,604	—
Cathy M Schlosberg	7,589	—
Anthony Ashe	7,400	—
Steven Weiser	7,384	—
Michael Morgioni	7,336	—
Stephen A Mallozzi	7,299	—
James S Yamauchi	7,226	—
Thomas Burns	7,224	—
Irrevocable Trust of Lynn B McKee dtd 2012, The Glenmede Trust Co., NA, TTEE	7,133	—
David Vandenberg	7,092	—
Lawrence M Lebster	7,046	—
Bruce A Berkowitz	6,737	—
Coal Island—Mount Charles LP G.J. Mckee & L.B. McKee, G.P.	6,500	—
Denise O’Brien	6,485	—
Silvana Battaglia	6,435	—
Lynn B McKee and Gerard McKee JTWROS	6,317	—
Angela M Klappa	6,258	—
David Miles	6,141	—
Juergen Vogl	5,937	—
Thomas J Dorer	5,884	—

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Michael P Oschefski	5,744	—
Stephen Erickson	5,228	—
Ronald Mesaros	5,209	—
David Ochs	5,208	—
James E Tesorero	5,168	—
Kathleen T Black	5,135	—
Betsy A. Kline	5,132	—
Donal O'Brien	5,100	—
Abigail Charpentier	5,091	—
Barry F Bevacqua	5,000	—
Karen Gavin Avis	4,972	—
Thomas Molchan	4,961	—
Olivier Bibot	4,891	—
Patrick C Cronin	4,642	—
James Frost	4,607	—
Prentiss Hall	4,603	—
Arthur Wake	4,577	—
Hirosuke Osada	4,468	—
Louis M Reigel	4,456	—
Karen Wetselaar	4,430	—
Brian Poplin	4,378	—
Christina Estrada	4,236	—
Frederick Soulas	4,200	—
Karen A Wallace	4,178	—
David J. Carpenter	4,041	—
James Cheek	3,886	—
Charles Reitmeyer	3,812	—
Stanley M Applegate	3,770	—
Christin A. Joyner	3,700	—
Bryan E. Bartlett	3,650	—
Edward J Nappi	3,604	—
Terry Oberbroeckling	3,584	—
Robert T Rambo	3,510	—
Edward Howard	3,457	—
Annette Cannata Heng	3,385	—
Michaelson Living Trust, David Michaelson and Cyrstal Michaelson, COTTEES	3,250	—
Robert J Callander	3,200	—
Susan Meier	3,126	—
Megan Timmins	3,081	—
Phillippe Villain	2,985	—
Carol Schlichting	2,958	—
Robert Kline	2,898	—

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Anthony S. Mollica	2,892	—
Ryan J. Flaherty	2,843	—
Michael Thompson	2,837	—
Clinton H. Westbrook	2,769	—
Martha D Gorum and Dennis H Gorum JT	2,739	—
J Michael Schuelke	2,685	—
Lynn Ervin	2,622	—
Carl Mittleman	2,621	—
Robert D. Marshall, Jr.	2,620	—
Daniel W Simcox	2,497	—
Anthony J. Parnigoni	2,399	—
Gary Crompton and Larissa Crompton JT TEN	2,354	—
Jay S. Leyden	2,348	—
Andrew Shipe	2,336	—
Lauren Harrington	2,321	—
Barbara Flanagan	2,251	—
Lucy Tsui	2,242	—
Carlos Vizoso	2,215	—
Hugo Guerra	2,192	—
Frank Kiely	2,191	—
Ian A Mackay	2,175	—
Richard Roper	2,140	—
James Wells	2,137	—
George M. Gowen, III	2,109	—
Chris Gossard	2,027	—
Thomas C. Wandler	1,998	—
James Broker	1,963	—
Richard V Martella Jr	1,904	—
Kevin Humphreys	1,876	—
Jonathan J. Cutler	1,738	—
Roger W Peterson Jr.	1,723	—
Louay H Khatib	1,720	—
Sandra DeMas	1,580	—
David Barker	1,500	—
Susan C Johnson	1,456	—
Josef Svoboda	1,367	—
Joseph M. Kirby	1,204	—
Keith P Bethel	1,200	—
Sandra Heilman	1,200	—
Douglas M Crowe	1,143	—
Christopher Rackers	1,085	—
Gary T. Fassak	1,052	—
Deirdre Ann Cooper	961	—

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
Deirdre Ann Cooper, Custodian for Rory Nathaniel Victor Cooper	961	—
Deirdre Ann Cooper Cust for Patrick Manus James Cooper	961	—
Patricia J. Morgioni	850	—
Danna Vetter	801	—
Constance Lahoda	727	—
Jesse S Deutsch	511	—
Karen Saunders McClendon	442	—
Amy M. Cross	414	—
Joseph V. Ferreri	401	—
Thomas Mcallister	358	—
Amna Shoro	259	—
Lutz-Eckart Spahr	252	—
Robert Donegan	216	—
Mark Peden	204	—
Jeffrey Thomas	160	—
James C Accardi	153	—
Brian J. Van Horn	152	—
Steven Weiser and Melanie Weiser JT	127	—
Gregory Ott	119	—
Victoria Kozhushchenko	110	—
Cheryl Camuso	107	—
Alfred Errigo	99	—
Tamsin Newman Fast	92	—
Ying Shapiro	90	—
Karen Russell	75	—
Thomas Finney	74	—
Sarah Dunn	47	—
Donna Winfrey	43	—
James Heisler	42	—
Tracy Miller	32	—
Gwendolyn High	24	—
Jennifer B. Elliott	20	—
Edwin Darling	12	—
Other Selling Stockholders:		
National Philanthropic Trust	1,397,376	—
Total	8,250,000	5,437,500

SCHEDULE III

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

Advertisement in the Wall Street Journal, dated December 12, 2013, to be filed as an Issuer Free Writing Prospectus pursuant to Rule 433

(b) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $20.00

The number of Shares purchased by the Underwriters is 36,250,000.

SCHEDULE IV

Lock-up Agreements

CCMP Capital Investors II, L.P.
CCMP Capital Investors II (Cayman), L.P.
GS Capital Partners V Fund, L.P.
GS Capital Partners V Offshore Fund, L.P.
GS Capital Partners V Institutional L.P.
GS Capital Partners V GMBH & Co. KG
J.P. Morgan Partners (BHCA), L.P.
J.P. Morgan Global Investors, L.P.
J.P. Morgan Global Investors A, L.P.
J.P. Morgan Global Investors (Cayman), L.P.
J.P. Morgan Partners Global Investors (Cayman) II, L.P.
J.P. Morgan Partners Global Investors (Selldown), L.P.
J.P. Morgan Partners Global Investors (Selldown) II, L.P.
Thomas H. Lee Equity Fund VI, L.P.
Thomas H. Lee Parallel Fund VI, L.P.
Thomas H. Lee Parallel (DT) Fund VI, L.P.
THL Equity Fund VI Investors (Aramark), LLC
THL Coinvestment Partners, L.P.
Putnam Investment Holdings, LLC
Putnam Investments Employees Securities Company III LLC
Warburg Pincus Private Equity IX, L.P.
Joseph Neubauer
Todd M. Abbrecht
David A. Barr
Sanjeev Mehra
Stephen P. Murray
Eric Foss
Lynn B. McKee
Christina Morrison
Joseph Munnelly
Stephen Reynolds
L. Frederick Sutherland
Karen A. Wallace
Stephen Reynolds as Attorney-in-Fact for the Management Selling Stockholders named in Schedule II to the Underwriting Agreement

ANNEX I

FORM OF JOINDER AGREEMENT

Goldman, Sachs & Co.,
200 West Street,
New York, New York 10282

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Reference is hereby made to that underwriting agreement (the "Underwriting Agreement") dated as of December 11, 2013 among ARAMARK Holdings Corporation, a Delaware corporation (the "Company"), the stockholders of the Company named in Schedule II thereto (the "Initial Selling Stockholders") and the Underwriters named in Schedule I thereto (the "Underwriters") relating to the sale by the Company and the Selling Stockholders of an aggregate of 36,250,000 shares of common stock, par value $0.01 per share (the "Stock") of the Company. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Underwriting Agreement.

In connection with the grant by Joseph Neubauer to the undersigned (the "Future Selling Stockholder") of [ ] of his Optional Shares listed on Schedule II to the Underwriting Agreement, the Future Selling Stockholder hereby represents, warrants, covenants and agrees with the Underwriters as follows:

1. Representations, Warranties and Agreements. The Future Selling Stockholder hereby represents and warrants to and agrees that it has all the requisite power and authority to execute, deliver and perform its obligations under this Joinder Agreement and the consummation of the transaction contemplated hereby. This Joinder Agreement has been duly authorized, executed and delivered by such Future Selling Stockholder and is a valid and legally binding agreement enforceable against such Future Selling Stockholder in accordance with its terms. The Optional Shares being received from Joseph Neubauer and sold to the Underwriters are the only shares of capital stock the Future Selling Stockholder owns in the Company.

2. Joinder. Without limiting the generality of the foregoing, the Future Selling Stockholder agrees that it will be bound by all covenants, agreements, representations, warranties and acknowledgments attributable to a Selling Stockholder under the Underwriting Agreement, as if such Future Selling Stockholder was a party thereto as of the date of the Underwriting Agreement.

3. Counterparts. This Joinder Agreement may be signed in one or more counterparts (which may be delivered in original form or facsimile or "pdf" file thereof), each of which shall constitute an original when so executed and all of which together shall constitute one and the same agreement.

4. Amendments. No amendment or waiver of any provision of this Joinder Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties thereto.

5. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered in New York, New York, by its proper and duly authorized officer as of the date set forth above.

The Neubauer Family Foundation

By: _____

Name: Joseph Neubauer
Title: Managing Trustee

Exhibit 3.1

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ARAMARK HOLDINGS CORPORATION

ARAMARK Holdings Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

(1) The present name of the Corporation is ARAMARK Holdings Corporation. The Corporation's original certificate of incorporation was filed with the office of the Secretary of the State of Delaware on May 12, 2006.

(2) This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law (the "DGCL") and by the written consent of its stockholders in accordance with Section 228 of the DGCL.

(3) This Amended and Restated Certificate of Incorporation restates and integrates and further amends the certificate of incorporation of the Corporation, as heretofore amended, supplemented and/or restated (the "Certificate of Incorporation").

(4) The text of the Certificate of Incorporation is amended and restated in its entirety as follows:

FIRST: NAME. The name of the Corporation is ***ARAMARK Holdings Corporation***.

SECOND: ADDRESS. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at this address is The Corporation Trust Company.

THIRD: PURPOSE. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

FOURTH: CAPITALIZATION. (A) The total number of shares of stock that the Corporation has authority to issue is 700 million, of which:

(i) 600 million shares shall be shares of Common Stock, par value $0.01 per share (the "Common Stock");

(ii) 100 million shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

(B) The number of authorized shares of Preferred Stock or Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the votes entitled to be cast by the holders of the capital stock, irrespective of the provisions of Section 242(b)(2) of the DGCL or any corresponding provision hereinafter enacted, and no vote of the holders of any of the Common Stock or the Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

FIFTH: CAPITAL STOCK. (A) The Board of Directors is hereby expressly authorized, subject to any limitations prescribed by law, by resolution or resolutions and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix, without further stockholder approval, the designation of such series, the powers (including voting powers), preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, of such series of Preferred Stock and the number of shares of such series. The powers, preferences and relative, participating, optional and other special rights of, and the qualifications, limitations or restrictions thereof, each series of Preferred Stock, if any, may differ from those of any and all other series at any time outstanding.

(B) Each holder of record of Common Stock, as such, shall have one vote for each share of Common Stock which is outstanding in his, her or its name on the books of the Corporation on all matters properly submitted to stockholders for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation).

(C) Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled to only such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any Preferred Stock Designation).

SIXTH: BOARD OF DIRECTORS. The Corporation shall be governed in accordance with the following provisions:

(A) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors, the total number of directors shall be determined from time to time exclusively by resolution adopted by a majority of the Whole Board. For purposes of this Certificate of Incorporation, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. Directors of the Corporation shall be elected annually for terms of one year and shall continue to hold office until the next annual meeting of stockholders and until such director's successor shall have been elected and qualified, or until such director's earlier death, resignation, disqualification or removal.

(B) Advance notice of nominations for the election of directors by stockholders and of business to be brought by stockholders before any meeting of stockholders shall be given in the manner provided in the by-laws.

(C) Subject to the rights granted to the holders of any one or more series of Preferred Stock then outstanding or the rights granted pursuant to the Amended and Restated Stockholders Agreement, dated as of December 10, 2013, by and among the Corporation, ARAMARK Intermediate HoldCo Corporation and the Stockholders from time to time party thereto, a copy of which shall be available to any stockholder upon written request to the Corporation (as the same may be further amended, supplemented, restated or otherwise modified from time to time, the "Stockholders Agreement"), any newly-created directorship on the Board of Directors that results from an increase in the authorized number of directors and any vacancy occurring in the Board of Directors (whether by death, resignation, disqualification, removal or other cause) shall be filled by a majority of the directors then in office, although less than a quorum, by a sole remaining director or by the stockholders; provided, however, that at any time when investment funds associated with or designated by GS Capital Partners, CCMP Capital Advisors, J.P. Morgan Partners, Thomas H. Lee Partners, Warburg Pincus and Joseph Neubauer (the "Controlling Owners") and their affiliates beneficially own, in the aggregate, less than a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any newly-created directorship on the Board of Directors that results from an increase in the authorized number of directors and any vacancy occurring in the Board of Directors shall, unless otherwise required by law or by resolution of the Board of Directors, be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by stockholders). Any director elected to fill a vacancy or newly created directorship shall hold office until the next annual meeting of stockholders and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, disqualification or removal. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

(D) Any or all of the directors (other than the directors elected solely by the holders of any series of Preferred Stock of the Corporation, voting separately as a series or together with one or more other such series, as the case may be) may be removed at any time either with or without cause by the affirmative vote of a majority in voting power of all outstanding shares of stock of the Corporation then entitled to vote at any election of directors, voting

as a single class; provided, however, that at any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, less than a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any such director or all such directors may be removed only by the affirmative vote of the holders of at least 75% in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

(E) Elections of directors need not be by written ballot unless the by-laws shall so provide.

SEVENTH: BY-LAWS. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend, change, add to, rescind or repeal the by-laws of the Corporation, in whole or in part, without the vote of the stockholders, in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation. Any adoption, amendment or repeal of the by-laws of the Corporation by the board of directors shall require the approval of a majority of the Whole Board. Notwithstanding anything to the contrary contained in this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote of the stockholders, for so long as the Controlling Owners and their affiliates beneficially own, in the aggregate, at least a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any Preferred Stock Designation) or by applicable law, the affirmative vote of a majority in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote on such amendment, alteration, change, addition, rescission or repeal, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any provision of the by-laws or to adopt any provision inconsistent therewith. At any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, less than a majority in voting power of all outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any Preferred Stock Designation) or by applicable law, any amendment, alteration, rescission or repeal of the by-laws by the stockholders will require the affirmative vote of the holders of at least 75% in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

EIGHTH: 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 DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), 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 Eighth 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 Eighth, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's 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 Eighth (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL 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 Eighth or otherwise.

If a claim under this Article Eighth 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 DGCL. 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 DGCL, 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 Eighth 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 Eighth, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article Eighth, 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 Eighth, 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 Eighth, entitled to enforce this paragraph of this Article Eighth.

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 DGCL.

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 Eighth with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

The rights conferred upon indemnitees in this Article Eighth 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 Eighth 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.

NINTH: LIMITATION OF DIRECTORS' LIABILITY. To the fullest extent permitted by the DGCL as it now exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty owed to the Corporation or its stockholders as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. Neither the amendment nor repeal of this Article Ninth, nor the adoption of any provision of this Certificate of Incorporation, nor, to the fullest extent permitted by the DGCL, any modification of law shall eliminate, reduce or otherwise adversely affect any right or protection of a current or former director of the Corporation existing at the time of such amendment, repeal, adoption or modification.

TENTH: MEETINGS OF STOCKHOLDERS. (A) At any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, at least a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, 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, if a consent or consents, setting forth the action so taken, shall be executed and delivered in the manner required by law. At any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, less than a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a

duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders; provided, however, that any action required or permitted to be taken by the holders of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Preferred Stock Designation.

(B) Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only by or at the direction of the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board or the Chairman of the Board of Directors; provided, however, that at any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, at least a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, special meetings of the stockholders of the Corporation for any purpose or purposes shall also be called by or at the direction of the Board of Directors or the Chairman of the Board of Directors at the request of the Controlling Owners and their affiliates.

(C) An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, on such date, and at such time as shall be fixed exclusively by resolution of the Board of Directors or a duly authorized committee thereof.

ELEVENTH: COMPETITION AND CORPORATE OPPORTUNITIES. (A) In recognition and anticipation that (i) certain directors, principals, officers, employees and/or other representatives of the Controlling Owners and their Affiliates (as defined below) may serve as directors, officers or agents of the Corporation, (ii) the Controlling Owners and their respective director designees may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article Eleventh are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain business opportunities as they may involve any of the Controlling Owners or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

(B) Except as provided below, to the fullest extent permitted by law, (i) none of the Controlling Owners or any of their respective director designees (collectively, “Identified Persons”) shall have any duty (fiduciary or otherwise) or obligation, if any, to refrain from (a) engaging in the same or similar activities or lines of business as the Corporation or any of its subsidiaries, (b) doing business with any client, customer or vendor of the Corporation or any of its subsidiaries or (c) entering into and performing one or more agreements (or modifications or supplements to pre-existing agreements) with the Corporation or any of its subsidiaries, including, in the cases of clauses (a), (b) or (c), any such matters as may be any potential transaction, investment or business opportunity or prospective economic or competitive advantage in which the Corporation or any of its subsidiaries could have any expectancy or interest (each a “Corporate Opportunity”); and (ii) no Identified Persons nor any officer, director or employee thereof shall be deemed to have breached any duty (fiduciary or otherwise), if any, to the Corporation, any of its subsidiaries or securityholders solely by reason of any Identified Person engaging in any such activity or entering into such transactions, including any Corporate Opportunities.

(C) Subject to clause (E) below and except as otherwise provided in this clause (C) with respect to Identified Corporate Opportunities (as defined below), the Corporation and its subsidiaries shall have no interest or expectation in, nor right to be informed of, any Corporate Opportunity, and in the event that any Identified Person or Controlling Owner Related Person (as defined below) acquires knowledge of a potential transaction or matter which may be a Corporate Opportunity, such Identified Person or Controlling Owner Related Person shall, to the fullest extent permitted by law, have no duty (fiduciary or otherwise) or obligation to communicate or offer such Corporate Opportunity to the Corporation or any of its subsidiaries or securityholders or to any other director designee of a Controlling Owner and shall not, to the fullest extent permitted by law, be liable to the Corporation or any of its subsidiaries or securityholders for breach of any fiduciary duty as a director, officer or securityholder of the Corporation or any of its subsidiaries solely by reason of the fact that any Identified Person or Controlling Owner Related Person acquires or seeks such Corporate Opportunity for itself, directs such Corporate Opportunity to another person, or otherwise does not communicate information regarding such Corporate Opportunity to the

Corporation or its subsidiaries or securityholders, and the Corporation and its subsidiaries, to the fullest extent permitted by law, waive and renunciate any claim that such business opportunity constituted a Corporate Opportunity that should have been presented to the Corporation or any of its Affiliates; provided that if an opportunity is expressly communicated to a Controlling Person Related Person in his or her capacity as a director or officer of the Corporation or such subsidiary for the express purpose of causing such opportunity to be communicated to the Corporation or such subsidiary (an "Identified Corporate Opportunity"), then such Controlling Person Related Person shall reasonably promptly communicate the opportunity, or, in lieu thereof, the identity of the party initiating the communication and the subject of the communication, to the Board of Directors, and, upon such communication, such Controlling Person Related Person shall be deemed to have satisfied his or her obligations pursuant to this clause (C) and his or her fiduciary obligations, if any, in respect of such opportunity except that such Controlling Person Related Person shall otherwise keep such Identified Corporate Opportunity confidential and shall not disclose it to any other person.

(D) For the purposes of this Article Eleventh, (i) an "Affiliate" of, or a person "affiliated" with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified; and (ii) a "Controlling Person Related Person" shall mean any director or officer of the Corporation or any of its subsidiaries who is also a director, officer or employee of any Controlling Owner or any of its Affiliates.

(E) Notwithstanding anything to the contrary in this Article Eleventh, in the event that any Controlling Owner is pursuing a Corporate Opportunity, such Controlling Owner will ensure that its director designee to the Board of Directors does not participate in any discussions of the Board of Directors regarding such Corporate Opportunity, or receive information from the Corporation or any Affiliate with respect thereto, or vote with respect to, any such Corporate Opportunity.

(F) To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eleventh.

TWELFTH: CORPORATE ACTIONS. At every meeting of stockholders duly called and held at which a quorum is present (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 and (ii) in the case of the 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, 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 this Certificate of Incorporation or of the By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question or election.

THIRTEENTH: MISCELLANEOUS. (A) If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

(B) Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for any stockholder (including any beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of

the Corporation to the Corporation or the Corporation's stockholders, creditors or other constituents, (iii) any action asserting a claim against the Corporation or any director or officer of the Corporation arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the by-laws (as either may be amended and/or restated from time to time), or (iv) any action asserting a claim against the Corporation or any director or officer of the Corporation governed by the internal affairs doctrine, except as to each of (i) through (iv) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction; provided, that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state court sitting in the State of Delaware. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consents to the provisions of this Article Thirteenth(B).

FOURTEENTH: AMENDMENT. Notwithstanding anything contained in this Certificate of Incorporation to the contrary or any provision of law that might otherwise permit a lesser vote or no vote, at any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, less than a majority in voting power of the stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote required by applicable law or this Certificate of Incorporation, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 75% in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: this Article Fourteenth, Article Sixth, Article Seventh, Article Ninth, Article Tenth, Article Eleventh and Article Thirteenth. For the purposes of this Certificate of Incorporation, beneficial ownership of shares shall be determined in accordance with Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

* * *

IN WITNESS WHEREOF, this Certificate of Incorporation which has been duly adopted in accordance with Sections 242 and 245 of the Delaware General Corporation Law, has been executed by a duly authorized officer on this 11 day of December, 2013.

ARAMARK Holdings Corporation

By: /s/ Harold B. Dichter
Name: Harold B. Dichter
Title: Assistant Secretary

Exhibit 3.2

AMENDED AND RESTATED BY-LAWS
OF
ARAMARK HOLDINGS CORPORATION

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 the 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 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 or any authorized committee thereof, including pursuant to the Stockholders Agreement (as defined in the Corporation's certificate of incorporation as then in effect (as the same may be amended from time to time, the "Amended and Restated Certificate of Incorporation")) 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 who has complied with the notice procedures set forth in this section. 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 90 nor more than 120 days in advance of the first anniversary of the preceding year's annual meeting (the "Anniversary") (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded, be deemed to have occurred on February 15, 2014); provided, however, subject to the following sentence, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 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 90th day prior to such annual meeting or (ii) the 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 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 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 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.

Notwithstanding anything to the contrary contained in this Section 2 or Section 3 of Article II, for as long as the Stockholders Agreement remains in effect with respect to the Controlling Owners (as defined in the Amended and Restated Certificate of Incorporation), the Controlling Owners and their affiliates (to the extent then subject to the Stockholders Agreement) shall not be subject to the notice procedures set forth in Section 2 or Section 3 of Article II with respect to any annual or special meeting of stockholders.

§3. SPECIAL MEETINGS — Special meetings of the stockholders may only be called in the manner provided in the Amended and Restated 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 Controlling Owners and their affiliates, the Board of Directors shall not postpone, reschedule or cancel such special meeting without the prior written consent of such Controlling Owners or affiliates. 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 (or the Controlling Owners or their affiliates pursuant to Section (B) of Article Tenth of the Amended and Restated Certificate of Incorporation) 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 90th day prior to such special meeting or the 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 nor more than sixty 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 Amended and Restated 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 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 Amended and Restated 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, if one is elected, or in his or her absence or disability, 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 Amended and Restated 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 shareholder 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 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 Amended and Restated 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 Amended and Restated 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 (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 and (ii) in the case of the 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, 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 Amended and Restated 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. 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 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 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 Amended and Restated 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.

ARTICLE III
BOARD OF DIRECTORS

§1. NUMBER AND TERM — Subject to the Amended and Restated Certificate of Incorporation, the number of directors 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 shareholders 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 — The Board of Directors shall elect a Chairman of the Board, who shall have the powers and perform such duties as provided in these By-laws and as the Board of Directors may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board is not present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board) 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 shall take effect at the time specified therein and if no time is specified, at the time of its receipt. 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 Amended and Restated 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 Amended and Restated 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 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 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 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 days before the meeting or by sending notice by guaranteed overnight carrier not less than forty-eight 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 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 — In addition to any other requirements set forth in the Stockholders Agreement, 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 Amended and Restated 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. 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 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 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 Amended and Restated 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.

§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 hereof.

§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 Amended and Restated 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 nor less than ten days before the date of such meeting, nor more than sixty 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 Amended and Restated 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 Amended and Restated Certificate of Incorporation or any resolution or resolutions adopted by the Board of Directors pursuant to authority expressly vested in it by the Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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, for as long as the Controlling Owners and their affiliates beneficially own, in the aggregate, at least a majority in voting power of the shares of stock of the Company entitled to vote generally in the election of directors, 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 a majority in voting power of the outstanding shares of our stock present in person or represented by proxy at the meeting of stockholders and entitled to vote on such amendment, alteration, change, addition, rescission or repeal. At any time when the Controlling Owners and their affiliates beneficially own, in the aggregate, less than a majority in voting power of all outstanding shares of stock of the Company entitled to vote generally in the election of directors, 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 75% in voting power of all the then-outstanding shares of stock of the Company entitled to vote thereon, voting together as a single class.

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.

December 11, 2013

Exhibit 10.1

Amended and Restated Stockholders Agreement

by and among

ARAMARK Holdings Corporation,

ARAMARK Intermediate HoldCo Corporation,

and the Stockholders Named Herein

Dated as of December 10, 2013

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This AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (the "Agreement"), dated as of December 10, 2013, by and among ARAMARK Holdings Corporation (the "Company"), a Delaware corporation, ARAMARK Intermediate HoldCo Corporation ("Intermediate HoldCo"), a Delaware corporation wholly owned by the Company and each of the Sponsor Stockholders (as defined herein), Joseph Neubauer and each of the Management Stockholders (as defined herein) (the Sponsor Stockholders, Joseph Neubauer, the Management Stockholders and such other Persons (as defined herein) as may hereinafter become parties to or be bound by this Agreement, collectively the "Stockholders").

RECITALS

WHEREAS, the Company, ARAMARK Intermediate HoldCo Corporation, each of the Sponsor Stockholders, Joseph Neubauer and each of the Management Stockholders entered into the Stockholders Agreement, dated as of January 26, 2007 (as amended, the "Original Agreement" and such date, the "Original Date");

WHEREAS, as of the close of business on the date of this Agreement, each Sponsor Stockholder, Joseph Neubauer and each of the Management Stockholders will own the number of Shares of the Company set forth opposite such Stockholder's name on Exhibit A hereto;

WHEREAS, pursuant to Section 7.09 of the Original Agreement, the Original Agreement may be amended, in whole or in part, at any time pursuant to an agreement in writing by the Sponsor Stockholders representing sufficient shares to constitute a Majority Sponsor Vote, the Management Representative and Joseph Neubauer;

WHEREAS, the Company is currently contemplating an underwritten initial public offering ("IPO") of Shares of its common stock; and

WHEREAS, in connection with, and effective upon, the date of completion of the IPO (the "Closing Date"), the parties hereto wish to amend and restate the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

General Governance and Management

Section 1.01 [Intentionally omitted].

Section 1.02 Non-Qualifying Investor Group. (a) Each Investor Group's right to designate and nominate an Investor Director pursuant to Section 1.05 shall cease with respect to such Investor Group from and after the first date on which the members of such Investor Group beneficially own in the aggregate a number of Shares that is less than 20% of the Original Shares owned in the aggregate by the members of such Investor Group as set forth on Exhibit A hereto (in which case, such Investor Group shall thereafter be referred to herein as a "Non-Qualifying Investor Group").

(b) In the event that one or more Investor Groups loses its right to nominate an Investor Director as a result of becoming a Non-Qualifying Investor Group, then the Board of Directors of the Company (the "Board") shall designate an Independent Director to fill such vacancy or vacancies; provided, that if such Investor Group(s) has become a Non-Qualifying Investor Group due to Transfers of at least half of its Original Shares to one or more of the Qualifying Investor Groups in accordance with this Agreement, then such vacancy or vacancies shall be filled by an individual nominated or designated by the Qualifying Investor Group(s) that acquired such Non-Qualifying Investor Group(s)' Shares, with such Director(s) so nominated or designated to be consented to by Joseph Neubauer, which consent shall not be unreasonably withheld or delayed.

(c) [Intentionally omitted].

(d) In the event that an Investor Group becomes a Non-Qualifying Investor Group, each Investor Director designated or nominated by such Investor Group shall resign immediately from the Board and the parties shall take all necessary action to cause such removal at such time.

(e) Each Investor Group shall at all times have the exclusive right, subject to the next sentence, to remove any Investor Director designated or nominated by such Investor Group, and such Investor Director shall immediately resign if so removed by the applicable Investor Group (and the parties shall take all necessary action to promptly cause the removal of such Investor Director). The foregoing notwithstanding, an Investor Director may be removed from office without the consent of the Investor Group that designated or nominated such Investor Director pursuant to Section 1.02(d) hereof.

(f) Anything to the contrary herein notwithstanding, each VCOC Stockholder shall have the right (but not the obligation) pursuant to this Agreement to designate an observer (each, an "Observer") to receive notice of and to attend all meetings of the Board, with each such Observer so designated to be consented to by Joseph Neubauer, which consent shall not be unreasonably withheld or delayed; provided, that VCOC Stockholders shall cooperate and coordinate in good faith to keep the number of Observers at the minimum number reasonably necessary to ensure that each such VCOC Stockholder qualifies as a "Venture Capital Operating Company" (as defined in the Employee Retirement Security Act of 1974, as amended). Each such Observer shall be entitled to receive all materials and reports regarding the Company that are distributed to Directors in connection with such meetings, to raise matters for consideration at such meetings and to participate in discussions occurring at such meetings; provided, however, that no such Observer shall have the right to participate in any vote, consent or other action of

the Board or any committee thereof, nor shall such Observer's vote, consent or other action be required for any vote, consent or other action of the Board or any committee thereof, nor shall any such Observer participate in any executive session or be entitled to be present for any privileged communication from counsel if the presence of such Observer could affect the existence of such privilege and provided, further, that all materials and discussions shall be kept strictly confidential by the Observer and the VCOC Stockholders designating the applicable Observer.

(g) [Intentionally omitted].

(h) At the request of the Sponsor Stockholders (acting by Majority Sponsor Vote) or of Joseph Neubauer, the provisions relating to Board and committee composition shall be replicated with respect to Intermediate Holdings and/or Aramark.

(i) A quorum shall be present if, after due notice, a majority of the directors of the Board, including (x) at least a majority of the Investor Directors and (y) Joseph Neubauer are present, unless Joseph Neubauer waives the requirement of his presence with respect to any meeting or is incapacitated; provided that a majority of the Investor Directors shall be deemed to be present at any meeting for purposes of this Section 1.02(i) if the sum of (i) the number of Investor Directors present at such meeting and (ii) the number of Investor Directors who are not present but have waived the requirement of their presence at such meeting equals at least a majority of the Investor Directors.

Section 1.03 Committees. (a) [Intentionally omitted].

(b) [Intentionally omitted].

(c) Composition of Committees of the Board. Unless otherwise required by law, regulation or the rules of a stock exchange on which the securities of the Company are quoted or listed for trading, all committees of the Board (including the Nominating Committee) shall consist of (i) Joseph Neubauer, so long as he serves as a Director as of such time or, in the event that he does not serve as a Director as of such time, then a Senior Manager and (ii) a number of other Directors determined by the Sponsor Stockholders by Majority Sponsor Vote and the identity of which are determined by the Nominating Committee. Notwithstanding anything in this Section 1.03(c) to the contrary, the Nominating Committee shall consist of (x) Joseph Neubauer, so long as he serves as a Director as of such time or, in the event that he does not serve as a Director as of such time, then a Senior Manager and (y) at least two Investor Directors determined by the Sponsor Stockholders by Majority Sponsor Vote.

(d) Coordination Committee. Anything to the contrary herein notwithstanding, the Coordination Committee shall be comprised as set forth in the Registration Rights and Coordination Committee Agreement. The Coordination Committee shall not be deemed to be a committee of the Board, and need not include any Directors; provided, however, that the Coordination Committee shall include Joseph Neubauer for so long as Joseph Neubauer and employees of the Company beneficially own 5% or more of the outstanding Shares on a Fully-Diluted Basis and, in the event Joseph Neubauer no longer serves on the Coordination Committee, such committee shall include a Senior Manager of the Company selected by a majority vote of the Senior Managers.

(e) [Intentionally omitted].

Section 1.04 [Intentionally omitted].

Section 1.05 Composition of the Board. The Board shall be comprised of (i) unless Joseph Neubauer has been removed for Cause from the Board or is otherwise unable to serve as Director, as long as Joseph Neubauer and employees of the Company beneficially own 5% or more of the outstanding Shares on a Fully-Diluted Basis, Joseph Neubauer, (ii) subject to Section 1.02(a) and Section 1.02(b) and Section 1.02(d), one GSCP Investor Director, one CCMP Investor Director, one THL Investor Director and one WP Investor Director, and (iii) a number of Investor Directors and a number of other Directors, if any, such numbers to be determined by the Sponsor Stockholders by Majority Sponsor Vote, the identities of whom are to be determined by the Nominating Committee; provided that the Management Stockholders shall be entitled to proportionate representation (rounded up or down to the nearest whole number) on the Board based on their aggregate ownership of Shares, which may include (but not necessarily be limited to) Joseph Neubauer or the current Chief Executive Officer ("CEO") of the Company and; provided, further, that any such representative other than Joseph Neubauer must be a Senior Manager and remain a Senior Manager throughout the term of his or her service on the Board.

Section 1.06 [Intentionally omitted].

Section 1.07 Joseph Neubauer. (a) [Intentionally omitted].

(b) [Intentionally omitted].

(c) [Intentionally omitted].

(d) Notwithstanding anything to the contrary contained in this Agreement, Joseph Neubauer or his estate shall be entitled to appoint one Director to the Board for so long as Joseph Neubauer or his estate, together with employees of the Company, beneficially own on a Fully-Diluted Basis in the aggregate five percent or more of the equity of the Company on a Fully-Diluted Basis; provided that for purposes of the foregoing calculation, any Shares beneficially owned by employees of the Company shall not be included in such calculation following Joseph Neubauer's death and; provided, further that such Director shall have similar stature and qualifications as directors of companies of comparable size or stature (which stature and qualifications Joseph Neubauer shall be deemed to have for purposes of this Agreement) or shall otherwise be determined by the Nominating Committee at the time to be a valuable member of the Board.

Section 1.08 Stockholder Voting; Presence at Quorum; Obligation to Support Purposes of this Agreement. Each Investor Stockholder shall vote (or, if applicable, consent in writing with respect to) all of its Shares (to the extent entitled to vote or consent with respect to the relevant matter), and each Investor Stockholder and the Company shall take all necessary and desirable actions within its control, including causing its Director-designee to take such actions, and each Management Stockholder shall, if and when required by, and as directed by, the Coordination Committee, grant an irrevocable proxy to vote (or, if applicable, to consent in writing with respect to) any Shares of such Management Stockholder (to the extent entitled to vote or consent with respect to the relevant matter), in each case in order to effect the provisions of this Agreement, including the provisions relating to the nomination, designation, election, removal or replacement of Directors and including the obligation to vote in favor of any prospective Director designated or nominated in accordance with this Article I and to ensure the continuing Board composition contemplated hereby; provided that such irrevocable proxy which may be granted by a Management Stockholder shall only be effective for such period as the Coordination Committee may determine, and shall terminate upon the earlier of (i) the termination of this Agreement pursuant to Section 7.14(a) or (ii) the date such Management Stockholder shall Withdraw pursuant to the terms of Section 7.15. The obligation to take all actions within its control shall include, with respect to each Stockholder that is a member of an Investor Group, the obligation to remove any Director appointed by its Investor Group that fails to act to give effect to this Agreement and to replace such Director with another Director. Each Investor Stockholder shall cause all of the Shares owned by it to be present for quorum purposes at each annual meeting of the Stockholders of the Company and at any special meeting of the Stockholders of the Company at which Directors are to be elected or removed or vacancies on the Board are to be filled, or in connection with any such action proposed to be taken by written consent.

Section 1.09 Approval Rights.

(a) [Intentionally omitted].

(b) [Intentionally omitted].

(c) In addition to any other approval required, the Subject Companies and each Stockholder shall not, and shall cause their respective Subsidiaries not to, adopt or effect any amendment, modification or supplement to this Agreement, the Charter or the By-laws that would subject any Stockholder to materially adverse differential treatment, or to the Charter or By-laws in a manner inconsistent with the provisions of this Agreement, and shall not amend, modify or supplement this Section 1.09(c), in each case without the prior written approval of (i) in the case of each affected Sponsor Stockholder, the Investor Group of which such Sponsor Stockholder is a member, and (ii) if affected, Joseph Neubauer, and (iii) if the Management Stockholders are affected, the Management Representative; provided that no change shall be

made to Sections 1.09(c), 2.01, 7.09, 7.14, 7.15 or Article VIII (to the extent relating to the foregoing sections) or the sections of the Registration Rights and Coordination Committee Agreement addressing the Management Stockholders' piggy-back registration rights or transfer rights and the Charter or By-laws may not be amended in a manner inconsistent with the foregoing provisions of this Agreement or the Registration Rights and Coordination Committee Agreement, in each case in a manner adverse to the Management Stockholders without the approval of Management Stockholders collectively holding at least 75% of the Shares held by the Management Stockholders as of such time.

(d) The Company shall not enter into, and each Stockholder shall cause its nominee to the Board of Directors to not approve the Company or any of its subsidiaries entering into, any transaction with any Sponsor Stockholder or Joseph Neubauer or any Affiliate thereof (other than the Company and its Subsidiaries or any of their respective directors, officers or employees) or any of their respective officers, directors or employees, without (after full disclosure) the prior consent of a majority of the disinterested Directors on the Board of Directors, excluding, in the case of Joseph Neubauer, compensation and incentive arrangements and other matters within the customary purview of, and approved by, the Compensation Committee.

Section 1.10 [Intentionally omitted].

Section 1.11 Registration Rights and Coordination Committee Agreement. On or shortly after the date hereof, the Company has entered into or shall enter into an Amended and Restated Registration Rights and Coordination Committee Agreement (the "Registration Rights and Coordination Committee Agreement") with the Stockholders referred to therein.

Section 1.12 Corporate Opportunity. (a) Except as otherwise agreed in writing, or as provided below, to the fullest extent permitted by law, (i) no Investor Director or Sponsor Stockholder shall have any duty (fiduciary or otherwise) or obligation, if any, to refrain from (A) engaging in the same or similar activities or lines of business as the Subject Companies or any of their Subsidiaries, (B) doing business with any client, customer or vendor of the Subject Companies or any of their Subsidiaries or (C) entering into and performing one or more agreements (or modifications or supplements to pre-existing agreements) with the Subject Companies or any of their Subsidiaries, including, in the cases of clauses (A), (B) or (C), any such matters as may be Corporate Opportunities; and (ii) no Investor Director or Sponsor Stockholder nor any officer, director or employee thereof shall be deemed to have breached any duty (fiduciary or otherwise), if any, to the Subject Companies, any of their Subsidiaries or securityholders solely by reason of any Investor Director or Sponsor Stockholder engaging in any such activity or entering into such transactions, including any Corporate Opportunities.

(b) Subject to clause (c) below and except as otherwise provided in this clause (b) with respect to Identified Corporate Opportunities, the Subject Companies and their Subsidiaries shall have no interest or expectation in, nor right to be informed of, any Corporate Opportunity, and in the event that any Investor Director, Sponsor Stockholder or Section 1.12 Person acquires knowledge of a potential transaction or matter which may be a Corporate Opportunity, such Investor Director, Sponsor Stockholder or Section 1.12 Person shall, to the fullest extent permitted by law, have no duty (fiduciary or otherwise) or obligation to communicate or offer such Corporate Opportunity to the Subject Companies or any of their Subsidiaries or securityholders or to any other Investor Directors and shall not, to the fullest extent permitted by law, be liable to the Subject Companies or any of their Subsidiaries or securityholders for breach of any fiduciary duty as a Director, officer or securityholder of the Subject Companies or any of their Subsidiaries solely by reason of the fact that any Investor Director, Sponsor Stockholder or Section 1.12 Person acquires or seeks such Corporate Opportunity for itself, directs such Corporate Opportunity to another Person, or otherwise does not communicate information regarding such Corporate Opportunity to the Subject Companies or their Subsidiaries or securityholders, and the Subject Companies and their Subsidiaries, to the fullest extent permitted by law, waive and renunciate any claim that such business opportunity constituted a Corporate Opportunity that should have been presented to the Subject Companies or any of their Affiliates; provided that if an opportunity is expressly communicated to a Section 1.12 Person in his or her capacity as a director or officer of the Subject Companies or such Subsidiary for the express purpose of causing such opportunity to be communicated to the Subject Companies or such Subsidiary (an "Identified Corporate Opportunity"), then such Section 1.12 Person shall reasonably promptly communicate the opportunity, or, in lieu thereof, the identity of the party initiating the communication and the subject of the communication, to the Board, and, upon such communication, such Section 1.12 Person shall be deemed to have satisfied his or her obligations pursuant to this Section 1.12(b) and his or her fiduciary obligations, if any, in respect of such opportunity except that such Section 1.12 Person shall otherwise keep such Identified Corporate Opportunity confidential and shall not disclose it to any other Person. For the purposes of this Agreement, (1) "Corporate Opportunity" shall include any potential transaction, investment or business opportunity or prospective economic or competitive advantage in which the Subject Companies or any of their Subsidiaries could have any expectancy or interest; and (2) "Section 1.12 Person" shall mean any director or officer of the Subject Companies or any of their Subsidiaries who is also a director, officer or employee of any Sponsor Stockholder or any of its Affiliates.

(c) Notwithstanding anything to the contrary in this Agreement, in the event that any Sponsor Stockholder is pursuing a Corporate Opportunity, such Sponsor Stockholder will ensure that its Director designee to the Board does not participate in any discussions of the Board regarding such Corporate Opportunity, or receive information from the Company or any Affiliate with respect thereto, or vote with respect to, any such Corporate Opportunity, and the Investor Group associated with such Sponsor Stockholder shall not be entitled to exercise any rights under Section 1.09 with respect to such Corporate Opportunity.

(d) No Investor Director shall serve on the board of directors of any Restricted Firm or its subsidiaries.

ARTICLE II

Transfers

Section 2.01 Generally. (a) No Stockholder shall directly or indirectly sell, transfer, pledge or otherwise dispose of any economic, voting or other rights in or to (collectively, "Transfer") any Shares or other securities of the Company, other than (i) to Permitted Transferees, (ii) in a transaction approved by the Coordination Committee in accordance with the Registration Rights and Coordination Committee Agreement, (iii) after the Closing Date, and, in each case, subject to any applicable, provisions of the Registration Rights and Coordination Committee Agreement, in a Public Offering, (iv) by Joseph Neubauer or his estate in accordance with Section 2.04, 2.07 or 2.09 hereof or (v) by a Management Stockholder in order to allow the Management Stockholder to pay any Option Price or Tax Withholding (as such terms are defined under, and in accordance with, the procedures set forth in, the Company 2007 Management Stock Incentive Plan (the "Stock Incentive Plan")), pursuant to stock-for-stock settlement, stock-for-taxes settlement or Net Exercise (as defined in the Stock Incentive Plan) (clauses (i)—(v) together, the "Permitted Transfer Provisions"). Notwithstanding anything to the contrary in this Agreement or the Registration Rights and Coordination Committee Agreement, other than in connection with a Change of Control or in a sale of Shares in a Public Offering of Shares, no Investor Stockholder shall make any Transfer of Shares to a Restricted Firm. The Company shall not record upon its books any Transfer of any securities of the Company other than as permitted by and in accordance with the Permitted Transfer Provisions, and any purported Transfer in violation hereof shall be null and void and of no effect.

(b) Post-IPO Management Sale. Notwithstanding Section 2.01(a), but subject to Section 7.14(c), following the Closing Date, a Management Stockholder may Transfer Shares of the Company, but only to the extent that such Transfer would not result in such Management Stockholder's 2.01(b) Ownership Percentage immediately following such Transfer (the "Determination Time") being less than the lowest of (i) the Relative Ownership Percentage owned by the Sponsor Stockholders immediately following the Determination Time, (ii) 50% from and after the date six months after such IPO until the first anniversary of such IPO, or (iii) 0% from and after the first anniversary of such IPO; provided that nothing shall restrict a Transfer by a Management Stockholder made with the approval of the Compensation Committee. "2.01(b) Ownership Percentage" means "X" divided by "Y", where "X" is the number of Shares beneficially owned immediately after the Determination Time excluding any Shares beneficially owned through unvested options or unvested restricted stock or other Share-based award, and where "Y" is the sum of (A) the number of Shares held by a Management Stockholder as of the date of this Agreement or, if greater, as of the 90th day following the date hereof (or, in the case of a Management Stockholder that has become a Management Stockholder after the 90th day following the date hereof, the number of Shares held by such Management Stockholder as of the date such individual became a Management Stockholder or acquired in connection with his or her commencement of employment with the Company), plus (B) the number of Shares beneficially owned through vested unexercised stock options at the Determination Time plus (C) the number of Shares of restricted stock or other Share-based award that in any such case have vested and have not been exercised since the date of this

Agreement prior to the Determination Time and, but without duplication, the number of Shares acquired by such Management Stockholder from and after the date of this Agreement and prior to the Determination Time as a result of the exercise of stock options minus (D) the number of Shares sold by such Management Stockholder from and after the date of this Agreement and prior to the Determination Time in Public Offerings. "Relative Ownership Percentage" means a fraction, (i) the numerator of which is the number of Shares beneficially owned by the Sponsor Stockholders in the aggregate immediately after the Determination Time and (ii) the denominator of which is the number of Shares beneficially owned by the Sponsor Stockholders in the aggregate on the date of this Agreement. Appropriate Adjustment shall be made to the foregoing calculations to take account of stock splits, combinations and similar adjustments. A Management Stockholder may elect to aggregate his or her holdings of Shares with those of any Immediate Family Member who he or she controls for purposes of calculating a combined 2.01(b) Ownership Percentage to which such Management Stockholder and Immediate Family Member will be collectively subject as well as for purposes of exercising piggy-back registration rights pursuant to the Registration Rights and Coordination Committee Agreement.

Section 2.02 Compliance with Securities Laws. No Transfer of any securities of the Company otherwise permitted under this Agreement shall be made if such Transfer is not in compliance with the Securities Act or any other applicable securities laws.

Section 2.03 Agreement to Be Bound. No Transfer of any securities of the Company otherwise permitted by this Agreement shall be made or be effective (and the Company shall not transfer on its books any securities) unless (i) the certificates, if any, representing such securities issued to the transferee bear the legends provided in Section 2.06 hereof, if required by such Section 2.06, and (ii) the transferee shall have executed and delivered to the Company, as a condition precedent to such Transfer, an instrument or instruments in form and substance satisfactory to the Board confirming that the transferee agrees to be bound by the terms of this Agreement and accepts the rights and obligations set forth hereunder; provided, however, that the terms and conditions of Sections 2.03 (i) and (ii) hereof shall not apply to any Transfers pursuant to a Public Offering or Rule 144.

Section 2.04 Permitted Transfers by Members of JN Group. From and after May 8, 2014, members of the JN Group may Transfer any Shares or other securities of the Company held by them, provided that any such Transfer (other than pursuant to the other Permitted Transfer Provisions or any Transfers involving sales into the public market) shall comply with the procedures set forth in Section 2.07. Notwithstanding the foregoing, until the second anniversary of the IPO, private sales by members of the JN Group (but not sales into the public market, Transfers to Immediate Family Members or among members of the JN Group or Transfers of the Freed-Up Shares) will require Coordination Committee approval. For purposes of the foregoing exception for sales into the public market, the volume restrictions under Rule 144 will continue to apply to the JN Group until the second anniversary of the IPO even if Joseph Neubauer is not an Affiliate of the Company prior to that

date. All sales pursuant to Rule 144 will comply with the manner of sale provisions thereunder (which, for the avoidance of doubt, do not allow for solicitations of orders for the sales; any underwritten or pre-marketed sales would need to be conducted as registered sales pursuant to the Registration Rights and Coordination Committee Agreement).

Section 2.05 [Intentionally omitted].

Section 2.06 Legends. (a) Each certificate (if certificated) evidencing securities of the Company and each instrument issued in exchange for or upon the Transfer of any securities of the Company (subject to the proviso in Section 2.03 hereof) shall be stamped or otherwise imprinted with a legend in substantially the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, DATED AS OF [ ], 2013, AMONG ARAMARK HOLDINGS CORPORATION AND CERTAIN OF ITS STOCKHOLDERS AND AFFILIATES, AND, AMONG OTHER THINGS, MAY NOT BE OFFERED OR SOLD EXCEPT IN COMPLIANCE WITH SUCH TRANSFER RESTRICTIONS AND APPLICABLE SECURITIES LAW. A COPY OF SUCH STOCKHOLDERS AGREEMENT IS ON FILE WITH THE SECRETARY OF THE COMPANY AND IS AVAILABLE WITHOUT CHARGE UPON WRITTEN REQUEST THEREFOR. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE AFORESAID AGREEMENT.

provided, that once a Stockholder is no longer subject to the transfer restrictions in this Agreement, such Person may request, and the Company will deliver, certificates without such a legend.

(b) Securities Act Legends. Each certificate representing Shares shall have the following legend endorsed conspicuously thereupon:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED PURSUANT TO EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED (A) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE ACT COVERING THE TRANSFER OR (B) IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE PROVISIONS OF THE ACT OR THE RULES THEREUNDER, PROVIDED THAT THE ISSUER MAY REQUIRE THE TRANSFEROR TO DELIVER AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER REGARDING THE AVAILABILITY OF SUCH AN EXEMPTION.

Section 2.07 Right of First Offer in the Event of Death or Disability. (a) ROFO Notice. In the event that Joseph Neubauer dies or becomes subject to a Disability, Joseph Neubauer or his estate (the "Initiating Seller") may Transfer all or any portion of the Shares beneficially owned by Joseph Neubauer or his estate, to any Person or Persons. Other than any Transfers involving sales into the public market, the Initiating Seller shall first give written notice (the "ROFO Notice") to the Company and to the Qualifying Sponsor Stockholders (collectively, the "ROFO Offerees"), stating that the Initiating Seller desires to make such Transfer, referring to this Section 2.07, specifying the number of Shares beneficially owned by Joseph Neubauer or his estate (the "ROFO Offer Shares"), and specifying a cash price per Share the Initiating Seller seeks to receive (the "ROFO Proposed Price").

(b) ROFO Election. Within 10 Business Days of the date of receipt of the ROFO Notice, each ROFO Offeree shall deliver to the Initiating Seller and to the Company a written notice (the "ROFO Election") stating whether the ROFO Offeree elects to purchase a portion of the ROFO Offer Shares and, if so, the number of Shares such ROFO Offeree elects to purchase. In the event that the Initiating Seller receives elections to purchase more than the total number of ROFO Offer Shares, the ROFO Offer Shares shall be allocated first, to the Company and second, among the other electing ROFO Offerees in proportion to the number of Shares held by such ROFO Offerees on the date of the ROFO Notice. The number of Shares to be sold to a ROFO Offeree pursuant to the two immediately preceding sentences is referred to as the "ROFO Allocated Shares." Within 10 Business Days of receipt of the last timely-made ROFO Election and receipt of any approval required under, or expiration of any required waiting period pursuant to, applicable law, the Initiating Seller shall sell to each electing ROFO Offeree such Person's ROFO Allocated Shares at the ROFO Proposed Price.

(c) In the event that the ROFO Offerees do not purchase all of the ROFO Offer Shares pursuant to the foregoing paragraphs (a) and (b), then the Initiating Seller may then Transfer any remaining portion of the ROFO Offer Shares to any Person or Persons at a price or prices equal to or greater than the ROFO Proposed Price, provided that any such Person or Persons (1) must be an Accredited Investor and (2) may not be a Restricted Firm without the prior approval of the Board. Articles II and VII and Section 1.08 hereof and the Registration Rights and Coordination Committee Agreement (to the extent provided in such agreement) shall continue to apply to any Person or Persons who acquire any Shares pursuant to this Section 2.07 (and any such transferee shall be considered an "Investor Stockholder" for purposes of such Articles and Sections of this Agreement), subject to the preceding sentence, but such Person or Persons shall not be entitled to any other rights under this Agreement.

Section 2.08 [Intentionally omitted].

Section 2.09 Freed-Up Shares. Notwithstanding any other provision of this Agreement or the Registration Rights and Coordination Committee Agreement, Joseph Neubauer may Transfer up to 2,000,000 Shares to any cultural or academic not-for-profit institution or entity without any restraints under this Agreement or the Registration Rights and Coordination Committee Agreement (the "Freed-Up Shares"). Each such transferee of the Freed-Up Shares will be free to sell without restraints under this Agreement or the Registration Rights and Coordination Committee Agreement, and such transferees will not be included within the JN Group nor will they be required to become a party to, or otherwise bound by, this Agreement or the Registration Rights and Coordination Committee Agreement.

ARTICLE III

Information Rights

Section 3.01 Business Information. (a) The Company will prepare and furnish the following to (x) each Investor Stockholder so long as such Investor Stockholder owns at least 20% of such Investor Stockholder's Original Shares (provided that the information set forth in items (i) and (ii) below shall be provided so long as an Investor Stockholder owns any Shares) and (y) each VCOC Stockholder so long as such VCOC Stockholder owns any Shares:

(i) As soon as available, and in any event within 90 days after the end of each fiscal year of the Company, a copy of the audited consolidated balance sheet of the Company and its Subsidiaries as at the end of each such fiscal year and the audited consolidated statements of income, cash flows and changes in Stockholders' equity for such year of the Company and its Subsidiaries, setting forth in each case in comparative form the figures for the next preceding fiscal year, all in reasonable detail.

(ii) As soon as available, and in any event within 45 days (or such greater time as prescribed by the Securities and Exchange Commission for non-accelerated filers) after the end of each fiscal quarter of the Company for the first three fiscal quarters of a fiscal year, the unaudited consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarter and the related consolidated statements of income, cash flows and changes in Stockholders' equity for such quarter and the portion of the fiscal year then ended of the Company and its Subsidiaries, setting forth in each case the figures for the corresponding periods of the previous fiscal year, or, in the case of such balance sheet, for the last day of such fiscal year, in comparative form, all in reasonable detail.

(iii) As soon as available, if and to the extent provided to the Board, a copy of the operating and capital expenditure budgets for the Company and its Subsidiaries for such fiscal year, in each case in such form as the Company prepares in the ordinary course of business.

(iv) If and to the extent otherwise prepared by the Company and provided to the Board, periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries.

(b) At any time during which the Company is subject to the periodic reporting requirements of the Exchange Act or voluntarily reports thereunder, the Company may satisfy its obligations pursuant to Sections 3.01(a)(i) and 3.01(a)(ii) by filing with the Securities and Exchange Commission (via the EDGAR system) on a timely basis annual and quarterly reports satisfying the requirements of the Exchange Act. The Company's obligation to furnish the materials described in this Section 3.01 shall be satisfied so long as it transmits such materials to the specified Stockholders within the time periods specified in this Section, notwithstanding that such materials may actually be received after the expiration of such periods.

ARTICLE IV

[Intentionally omitted]

ARTICLE V

Representations and Warranties: Covenants

Section 5.01 Representations and Warranties. Each party represents and warrants to each other party, solely with respect to itself, that (i) such party has full legal power, authority and right to execute and deliver, and to perform its obligations under, this Agreement, (ii) this Agreement has been duly and validly executed and delivered by such party and constitutes a valid and binding agreement of such party enforceable against such party in accordance with its terms, and (iii) other than pledges to banks and other lenders in connection with borrowings by a Management Stockholder to finance the purchase of its Shares, it has not granted and is not a party to any proxy, voting trust or other agreement which is inconsistent with, conflicts with or violates any provision of this Agreement or would otherwise frustrate or limit the ability of such party to comply with its obligations hereunder.

Section 5.02 Covenants. Each party agrees that it shall not grant or become a party to any proxy, voting trust or other agreement which is inconsistent with, conflicts with or violates any provision of this Agreement or would otherwise frustrate or limit the ability of such party to comply with its obligations hereunder.

ARTICLE VI

[Intentionally omitted]

ARTICLE VII

Miscellaneous

Section 7.01 Assignment and Binding Effect. (a) No party shall assign all or any part of this Agreement without the prior written consent of each Investor Group, of Joseph Neubauer and of the Management Representative, except in connection with a Transfer of Shares permitted by the terms of this Agreement subject to the terms of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties pursuant to this section.

(c) [Intentionally omitted].

Section 7.02 Notices. Any notice, demand, request, waiver, or other communication under this Agreement shall be personally served in writing, or by facsimile or electronic mail, shall be deemed to have been given on the date of service or receipt, and shall be addressed as follows:

To the Company or Intermediate HoldCo:
c/o ARAMARK Corporation
1101 Market Street
Philadelphia, PA 19107
Tel: 215-238-3000
Fax: 215-413-8808
Attn: General Counsel

With a copy to:
Wachtell, Lipton, Rosen & Katz
51 West 52 Street
New York, New York 10019
Tel: 212-403-1000
Fax: 212-403-2000
Attn: Mark Gordon, Esq.

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Tel: 212-455-2000
Fax: 212-455-2502
Attn: Joseph H. Kaufman, Esq.

To any member of the GSCP Investor Group:
GS Capital Partners V Fund, L.P.
c/o The Goldman Sachs Group
85 Broad Street
New York, New York 10004
Tel: 212-902-1000
Fax: 212-357-5505
Attn: Sanjeev Mehra

To any member of the CCMP Investor Group:	CCMP Capital Investors II, L.P. 245 Park Avenue 16th Floor New York, New York 10020-1080 Tel: 212-600-9600 Fax: 212-599-3481 Attn: Stephen Murray
To any Member of the WP Investor Group:	Warburg Pincus LLC 466 Lexington Avenue 10th Floor New York, New York 10017-3147 Tel: 212-878-0600 Fax: 212-599-5617 Attn: David Barr
To any Member of the THL Investor Group:	Thomas H. Lee Partners L.P. 100 Federal Street 35th Floor Boston, Massachusetts 02110 Tel: 617-227-1050 Fax: 617-227-3514 Attn: Todd Abbrecht
With a copy to, in the case of correspondence with any Investor Group:	Wachtell, Lipton, Rosen & Katz 51 West 52 Street New York, New York 10019 Tel: 212-403-1000 Fax: 212-403-2000 Attn: Mark Gordon, Esq.
To Joseph Neubauer:	Joseph Neubauer c/o ARAMARK Corporation 1101 Market Street Philadelphia, Pennsylvania 19107 Tel: 215-238-3337 Fax: 215-413-8808
With a copy to:	Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Tel: 212-558-4000 Fax: 212-558-3588 Attn: James C. Morphy, Esq. Brian E. Hamilton, Esq.
To any other Stockholder	To the appropriate address on the signature page hereto.

Section 7.03 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 7.04 Jurisdiction: Legal Fees. (a) The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process for any action, suit or proceeding brought against such party in any such court). The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) In the event of any dispute regarding any term of this Agreement between any Stockholder, on the one hand, and the Company or any of its controlled Affiliates, on the other hand, in respect of matters addressed in this Agreement, the Registration Rights and Coordination Committee Agreement, the Stock Incentive Plan, and any Award Agreement (as such term is defined in the Stock Incentive Plan), the Company shall promptly reimburse the Stockholder for all legal fees and expenses the Stockholder incurred in connection with such dispute if the Stockholder prevails in such dispute on a substantial portion of the claims under such dispute.

Section 7.05 Entire Agreement. This Agreement and the Registration Rights and Coordination Committee Agreement, the Stock Incentive Plan, and any Award Agreement entered into by and between the Company and any Management Stockholder or Joseph Neubauer (for purposes hereof, relative to such Person and the Company) set forth the entire understanding and agreement of the parties hereto and supersede any and all other understandings, term sheets, negotiations or agreements between the parties hereto relating to the subject matter of this Agreement and the Registration Rights and Coordination Committee Agreement.

Section 7.06 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

Section 7.07 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any other provision of this Agreement, but this Agreement shall be construed in a manner which, as nearly as possible, reflects the original intent of the parties.

Section 7.08 Interpretation. Words used in the singular form in this Agreement shall be deemed to import the plural, and vice versa, as the sense may require. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 7.09 Amendment and Modification. Except as provided in, and subject to, Section 1.09(c), this Agreement may be amended, modified or supplemented only in writing by (a) Sponsor Stockholders representing sufficient shares to constitute a Majority Sponsor Vote, (b) the Management Representative and (c), so long as he is a party, Joseph Neubauer.

Section 7.10 Waiver. Any party hereto may on behalf of itself only (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by any other party with any of the agreements or conditions contained herein. Other than as contemplated by Section 1.02(i), any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or future failure.

Section 7.11 Further Assurances; Company Logo. Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, to consummate and make effective the provisions of this Agreement. Subject to the prior consent of the Company not to be unreasonably withheld or delayed, the Sponsor Stockholders and their respective Affiliates will be permitted to use the Company's and its Subsidiaries' name and logo in marketing materials of the Sponsor Stockholders.

Section 7.12 Sections. Exhibits. References to a section are, unless otherwise specified, to one of the sections of this Agreement and references to an "Exhibit" are, unless otherwise specified, to one of the exhibits attached to this Agreement.

Section 7.13 Specific Enforcement. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled at law or in equity.

Section 7.14 Termination. (a) This Agreement shall terminate at such time as there are no longer any Sponsor Stockholders party hereto or with the consent of each of the Investor Stockholders and the Management Representative; provided that this Agreement shall terminate with respect to the Management Stockholders at such time that there are no Qualifying Investor Groups. No termination under this Agreement shall relieve any party of liability for breach prior to termination. In the event this Agreement is terminated, each Stockholder shall retain the indemnification, contribution and reimbursement rights pursuant to Section 7.17 hereof with respect to any matter that occurred prior to such termination.

(b) The provisions in Sections 2.01 and 2.03 shall cease to be applicable to the Investor Stockholders at such time as no Investor Group beneficially owns a number of Shares equal to or greater than 10% of the number of Original Shares beneficially owned in the aggregate by the members of such Investor Group as set forth on Exhibit A hereto.

(c) The provisions in Sections 2.01 and 2.03 and any provision of this Agreement or the Registration Rights and Coordination Committee Agreement relating to the Coordination Committee shall cease to be applicable with respect to a Management Stockholder upon the earliest of (i) the later of (A) such Management Stockholder's death or disability or Retirement and, with respect to a Senior Manager, resignation with Good Reason or termination without Cause (provided that in the case of a termination without Cause, such provisions shall not expire until that date that is 6 months after the date described in this clause (i)) and (B) the Closing Date (it being understood that an event from each of the foregoing clauses (A) and (B) must have occurred); (ii) at such time as the Investor Groups collectively beneficially own less than 20% of the number of Original Shares beneficially owned in the aggregate by the Investor Groups as of the Original Date; (iii) a Change of Control; or (iv) for Management Stockholders, the date that is 12 months after the Closing Date.

Section 7.15 Withdrawal. Any Stockholder that ceases to own any Shares shall cease to be a party to this Agreement and cease being a Stockholder ("Withdraw"). In addition, (i) Joseph Neubauer or his estate and (ii) all, but not less than all, of the Sponsor Stockholders that are members of any one Investor Group may elect to Withdraw at such time as Joseph Neubauer or his estate or such Sponsor Stockholders, as the case may be, in the aggregate, do not beneficially own a number of Shares equal to or greater than 10% of the number of Original Shares beneficially owned in the aggregate by Joseph Neubauer or the members of such Investor Group as set forth on Exhibit A

hereto, as applicable. Any Stockholder who Withdraws shall cease to have any rights or obligations under this Agreement, except such Stockholder (i) shall not thereby be relieved of its liability for breach of this Agreement prior to such Withdrawal; (ii) shall retain any rights with respect to a breach of this Agreement by any other Person prior to such Withdrawal; and (iii) shall retain the indemnification, contribution and reimbursement rights pursuant to Section 7.17 hereof with respect to any matter that occurred prior to such Withdrawal.

Section 7.16 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain members of the Investor Stockholders may be partnerships or limited liability companies, each party to this Agreement covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, member or manager of any Investor Stockholders or of Aramark or the Company or of any partner, member, manager, Affiliate or assignee thereof (including, in the case of Joseph Neubauer or a Management Stockholder and their respective estates, The Neubauer Family Foundation (with respect to Joseph Neubauer) and any trust or estate planning vehicles established for the benefit of any family members of Joseph Neubauer or any Management Stockholder), as such (it being understood that recourse may be had against a Stockholder of the Company for breach of this Agreement in such capacity as a Stockholder), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Investor Stockholders or of Aramark or the Company or any current or future member of any Investor Stockholders or any current or future director, officer, employee, partner, member or manager of any Investor Stockholders or of Aramark or the Company or of any Affiliate or assignee thereof, as such (it being understood that personal liability may attach to, be imposed on or otherwise be incurred by a Stockholder of the Company for breach of this Agreement in such Person's capacity as a Stockholder) for any obligation of any Investor or Aramark or the Company under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 7.17 Indemnity. Each of the Subject Companies, jointly and severally, will indemnify, exonerate and hold each Investor Stockholder and Senior Manager and corporate officer, and each of their respective partners, shareholders, members, Affiliates, directors, officers, fiduciaries, managers, controlling Persons, employees, Permitted Transferees and agents and each of the partners, shareholders, members, Affiliates, directors, officers, fiduciaries, managers, controlling Persons, employees and agents of each of the foregoing and in the case of Joseph Neubauer and his estate, The Neubauer Family Foundation and any trusts or estate planning vehicles established for the benefit of any family members of Joseph Neubauer, and in the case of any Management Stockholder, any trusts or estate planning vehicles established for the benefit of any family members of such Management Stockholder (collectively, the "Indemnitees") free and harmless from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages

and costs and out-of-pocket expenses in connection therewith (including reasonable attorneys' and accountants' fees and expenses) incurred by the Indemnitees or any of them before or after the date of this Agreement (collectively, the "Indemnified Liabilities"), as a result of, arising out of, or in any way relating to (i) this Agreement, the Agreement and Plan of Merger, dated as of August 8, 2006, pursuant to which RMK Acquisition Corporation merged with and into Aramark with Aramark surviving as the surviving corporation therein or any other transactions contemplated by such Agreement and Plan of Merger, any transaction to which any of the Subject Companies is a party or any other circumstances with respect to any of the Subject Companies (other than any such Indemnified Liabilities to the extent such Indemnified Liabilities arise out of (A) any breach of the Stockholders Agreement or the Registration Rights and Coordination Committee Agreement by such Indemnitee or its affiliated or associated Indemnitees or other related Persons or (B) any transaction entered into after the Original Date or other circumstances existing after the Original Date with respect to which the interests of such Indemnitee or its affiliated or associated Indemnitees were adverse to the interests of any of the Subject Companies), (ii) operations of, or services provided by any of the Indemnitees to, any of the Subject Companies, or any of their Affiliates from time to time, (iii) the Investor Stockholder's purchase and/or ownership of Shares or any other equity security of any Subject Company, or (iv) any litigation to which any Indemnitee is made a party in its capacity as a stockholder or owner of securities of any Subject Company (or party related thereto); provided that the foregoing indemnification rights shall not be available in the event that any such Indemnified Liabilities arose on account of such Indemnitee's gross negligence or willful misconduct, and further provided that, if and to the extent that the foregoing undertaking may be unavailable or unenforceable for any reason, the Subject Companies will make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. For purposes of this Section 7.17, none of the circumstances described in the limitations contained in the two provisos in the immediately preceding sentence shall be deemed to apply absent a final non-appealable judgment of a court of competent jurisdiction to such effect, in which case to the extent any such limitation is so determined to apply to any Indemnitee as to any previously advanced indemnity payments made by any of the Subject Companies, then such payments shall be promptly repaid by such Indemnitee to the Subject Companies. The rights of any Indemnitee to indemnification hereunder will be in addition to any other rights any such Person may have under any other agreement or instrument referenced above or any other agreement or instrument to which such Indemnitee is or becomes a party or is or otherwise becomes a beneficiary or under law or regulation. None of the Indemnitees shall in any event be liable to any of the Subject Companies or any of their Affiliates for any act or omission suffered or taken by such Indemnitee that does not constitute gross negligence or willful misconduct. If all Sponsor Stockholders are similarly situated with respect to their interests in a matter that may be an Indemnified Liability and that is not based on a Third-Party Claim, the Sponsor Stockholders may enforce their rights pursuant to this Section 7.17 only with the consent of the Sponsor Stockholders (acting by Majority Sponsor Vote). A "Third-Party Claim" means any (i) claim brought by a Person other than the Subject Companies or any of their subsidiaries, an Investor Stockholder or any Indemnitee and (ii) any derivative claim brought in the name of the Subject Companies, or any of their respective subsidiaries, that is initiated by a Person other than a Sponsor Stockholder or any Indemnitee.

Section 7.18 Successors. Permitted Transferees are entitled to all of the rights and subject to all of the obligations of the transferor hereunder from whom they received their Shares regardless of whether the Agreement elsewhere expressly so provides.

Section 7.19 Registration Rights and Coordination Committee Agreement. By executing this Agreement, each Stockholder hereby becomes a party to the Registration Rights and Coordination Committee Agreement, and is entitled to the rights, and subject to the obligations thereunder.

Section 7.20 Chairman of the Board. Joseph Neubauer will serve as the Chairman of the Board until at least the earlier of the first annual meeting of stockholders following the IPO or November 30, 2014.

ARTICLE VIII

Definitions

Section 8.01 Definitions.

(1) "2.01(b) Ownership Percentage" has the meaning set forth in Section 2.01(b).

(2) "Accredited Investor" shall have the meaning ascribed thereto in Rule 501 of Regulation D promulgated under the Securities Act, as in effect on the date hereof.

(3) "Affiliate" shall have the meaning ascribed thereto in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

(4) "Agreement" has the meaning set forth in the Preamble hereof.

(5) "Aramark" means ARAMARK Corporation, a Delaware corporation wholly owned by the Company.

(6) "beneficially owned" shall be determined pursuant to Rule 13d-3 under the Exchange Act.

(7) "Board" has the meaning set forth in Section 1.02(b) hereof.

(8) "Business Combination" has the meaning set forth in this Section 8.01.

(9) "Business Day" shall mean any day on which banks are required to be open to conduct business in New York City.

(10) "By-laws" shall mean the By-Laws of the Company, as amended from time to time in accordance with the terms thereof.

(11) "Cause" shall have the meaning assigned to it in any Individual Agreement (as such term is defined in the Stock Incentive Plan) of Joseph Neubauer or any applicable Management Stockholder, as applicable, or, if no such agreement is in effect that defines such term, shall have the meaning assigned to it in the Stock Incentive Plan.

(12) "CCMP Investor Director" means a Director designed or nominated by CCMP Capital Investors II, L.P., so long as it is a member of the CCMP Investor Group, or if Capital Investors II, L.P. is not a member of the CCMP Investor Group, by the CCMP Investor Group.

(13) "CCMP Investor Group" shall mean CCMP Capital Investors II, L.P., CCMP Capital Investors (Cayman) II, L.P., J.P. Morgan Partners Global Investors, L.P., J.P. Morgan Partners Global Investors A, L.P., J.P. Morgan Partners Global Investors (Cayman), L.P., J.P. Morgan Partners Global Investors (Cayman) II, L.P., J.P. Morgan Partners Global Investors (Selldown), L.P., J.P. Morgan Partners Global Investors (Selldown) II, L.P., and J.P. Morgan Partners (BHCA), L.P. and any Permitted Transferee thereof which is an investment fund that is directly or indirectly managed or advised by CCMP Capital Advisors, LLC or J.P. Morgan Partners, LLC.

(14) "CEO" has the meaning set forth in Section 1.05 hereof.

(15) "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 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.

(16) "Charter" shall mean the certificate of incorporation of the Company, as amended from time to time.

(17) "Closing Date" has the meaning set forth in the Recitals hereof.

(18) "Company" has the meaning set forth in the Preamble hereof.

(19) "Company Voting Securities" has the meaning set forth in this Section 8.01.

(20) "Compensation Committee" means the Compensation Committee of the Board.

(21) "Controlling Interest" has the meaning set forth in this Section 8.01.

(22) "Coordination Committee" has the meaning set forth in the Registration Rights and Coordination Committee Agreement.

(23) "Corporate Opportunity" has the meaning set forth in Section 1.12(b) hereof.

(24) "Determination Time" has the meaning set forth in Section 2.01(b) hereof.

(25) "Director" has the meaning ascribed thereto in the Company's By-laws.

(26) "Director Deferred Stock Unit" shall mean the right to be granted to directors (other than employee directors or Investor Directors) pursuant to the 2007 Management Stock Incentive Plan to receive one whole Share following the termination of a director's Board service. The maximum number of Director Deferred Stock Units to be issued to Directors shall not exceed 400,000, or such greater amount as may be set forth in the ARAMARK Holdings Corporation Amended and Restated 2007 Management Stock Incentive Plan.

(27) "Disability" shall have the meaning assigned to it in any employment or similar agreement between the Company and the applicable Management Stockholder, or, if no such agreement is in effect that defines such term, shall have the meaning assigned to it in the Stock Incentive Plan.

(28) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(29) "Fair Market Value" shall mean, with respect to a Share, the fair market value of such Share as determined from time to time (but no less frequently than quarterly) by an independent appraisal conducted under review of the Board. In determining Fair Market Value, the appraisal shall not include any private company, liquidity or minority discounts or discounts in respect of transfer restrictions. Notwithstanding the foregoing, in the event that within 12 months of a termination of a Management Stockholder's employment (except in the case of a termination for Cause), an IPO or Change of Control occurs, Fair Market Value shall equal the consideration paid per share pursuant to such transaction, if higher.

(30) "Freed-Up Shares" has the meaning set forth in Section 2.09.

(31) "Fully-Diluted Basis" means assuming the exercise of all options that are vested and exercisable at the relevant time and conversion of all securities that are vested and convertible at the relevant time, in all cases using the treasury method.

(32) "Good Reason" shall have the meaning assigned to it in any Individual Agreement of any applicable Management Stockholder or Joseph Neubauer, as applicable. If no such agreement is in effect that defines such term, "Good Reason" shall not apply with respect to such Person.

(33) "GSCP Investor Director" means a Director designed or nominated by the GSCP Investor Group.

(34) "GSCP Investor Group" shall mean GS Capital Partners V Fund, L.P., GS Capital Partners V Offshore Fund, L.P., GS Capital Partners V Institutional, L.P. and GS Capital Partners V GmbH & Co. KG, and any Permitted Transferee thereof which is an investment fund that is directly or indirectly managed or advised by GS Capital Partners V Fund, L.P.

(35) "Immediate Family Member" means with respect to any natural Person, any child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing Persons or any private foundation or fund that is controlled by any of the foregoing Persons or any donor-advised fund of which any such Person is the donor or, in the case of Joseph Neubauer or any of the foregoing Persons having such a relationship with Joseph Neubauer, any charitable or other tax exempt organization.

(36) "Indemnified Liability" has the meaning set forth in Section 7.17 hereof.

(37) "Indemnitee" has the meaning set forth in Section 7.17 hereof.

(38) "Independent Director" means Directors meeting the independence requirements set forth in the New York Stock Exchange listing standards and who are approved by the Nominating Committee.

(39) "Intermediate HoldCo" has the meaning set forth in the Preamble hereof.

(40) "Investor Director" shall mean any of GSCP Investor Director, the CCMP Investor Director, the THL Investor Director or the WP Investor Director.

(41) "Investor Group" shall mean any of the GSCP Investor Group, the CCMP Investor Group, the WP Investor Group or the THL Investor Group.

(42) "Investor Stockholders" shall mean the Investor Groups and Joseph Neubauer (or his estate) and any transferee of Joseph Neubauer or his estate pursuant to Section 2.07 to the extent provided in such Sections.

(43) "IPO" has the meaning set forth in the Recitals hereof.

(44) "ISPO Option" shall have the meaning set forth in the Stock Incentive Plan, as amended.

(45) "JN Group" means Joseph Neubauer and each Immediate Family Member of Joseph Neubauer to the extent such Person holds Shares or other securities of the Company that were Transferred to such Person by Joseph Neubauer (directly or indirectly) in accordance with the terms of this Agreement, other than any Freed-Up Shares (as defined in Section 2.09). For purposes of the Transfer and registration related provisions of this Agreement, Joseph Neubauer shall be deemed to own all Shares or other securities of the Company that are held by any other member of the JN Group, and the restrictions on and other provisions related to Transfers that are set forth in this Agreement shall apply to each other member of the JN Group solely to the extent they apply to Joseph Neubauer.

(46) "Majority Sponsor Vote" means, at any time, the affirmative vote of Qualifying Sponsor Stockholders owning a majority of the Shares owned by all Qualifying Sponsor Stockholders at such time.

(47) "Management Representative" shall mean such person who is a Senior Manager of the Company and who is approved from time to time as the Management Representative by holders of a majority of the Shares held by the Senior Managers at such time.

(48) "Management Stockholder" means each Person listed on Exhibit A to this Agreement under the heading "Management Stockholders," including Senior Managers but excluding Joseph Neubauer, and such Person's Permitted Transferees, including any Person added to such Exhibit A after the date hereof upon approval of the Board or the Compensation Committee and any former director of the Company who receives a distribution of Shares pursuant to a Director Deferred Stock Unit and executes a joinder to the Stockholders Agreement and Registration Rights and Coordination Committee Agreement (it being understood for the avoidance of doubt that such former directors shall be Management Stockholders but shall not be Senior Managers).

(49) "Nominating Committee" means the Nominating & Corporate Governance Committee of the Company.

(50) "Non-Qualifying Investor Group" has the meaning set forth in Section 1.02(a) hereof.

(51) "Observer" has the meaning set forth in Section 1.02(f) hereof

(52) "Original Date" has the meaning set forth in the recitals.

(53) "Original Shares" means Shares purchased for cash or acquired in respect of the contribution of shares of common stock of ARAMARK, in either case prior to, at or within 90 days following the Original Date and shares subsequently acquired for cash at Fair Market Value by Management Stockholders pursuant to purchase rights or otherwise but excluding, shares acquired pursuant to the exercise of employee stock options (including, without limitation, ISPO Options and nonqualified stock options) issued under the Stock Incentive Plan (or any successor plan).

(54) "Permitted Holders" has the meaning set forth in this Section 8.01.

(55) "Permitted Transfer Provisions" has the meaning set forth in Section 2.01 hereof.

(56) "Permitted Transferee" shall mean (i) in respect of any Sponsor Stockholder, any investment fund that is directly or indirectly managed or advised by the manager or advisor of such Sponsor Stockholder or any of its Affiliates, or the successors of any Permitted Transferee; (ii) in respect of a Management Stockholder, PNC Bank, Wachovia or another lender providing financing for such Stockholder's acquisition of Shares that agree to be subject to the transfer restrictions contained in this Agreement, in each case pursuant to a pledge by the applicable Management Stockholder and subject to a call right of the Company and (iii) in respect of any holder of Shares: (a) the Company; (b) upon the death of such holder, the Persons who would receive such shares under the holder's will or other testamentary instrument or, in the absence thereof, pursuant to the laws of descent and distribution; and (c) an Immediate Family Member of the Person to whom such Shares were initially issued by the Company, provided that except with the consent of the Compensation Committee or for bona fide estate planning purposes, such Transfer is not a sale made for value.

(57) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

(58) "Public Offering" means a public offering and sale of shares of capital stock of the Company pursuant to an effective registration statement under the Securities Act (other than on Form S-4, S-8 or any similar or successor form).

(59) "Qualifying Investor Group" means an Investor Group that is not a Non-Qualifying Investor Group.

(60) "Qualifying Sponsor Stockholders" means Sponsor Stockholders that are members of the Qualifying Investor Groups.

(61) "Registration Rights and Coordination Committee Agreement" has the meaning set forth in Section 1.11 hereof.

(62) "Relative Ownership Percentage" has the meaning set forth in Section 2.01(b) hereof).

(63) "Restricted Firm" means a Person that derives more than 40 percent of its earnings from (x) the outsourced provision of food, refreshment, specialized dietary and support services to businesses, educational, governmental and/or healthcare institutions, and/or to sports and entertainment facilities, (y) uniform rental and/or direct marketing, and/or (z) facilities management or services to third parties, but for the avoidance of doubt, not counting earnings derived from (1) a food or refreshment service franchisor/franchisee business or the business of operating restaurants, restaurant chains or similar retail eating and drinking places or (2) a food packaging, distribution or marketing company, whether for wholesale or retail.

(64) "Retirement" has the meaning given thereto in the Stock Incentive Plan.

(65) "ROFO Allocated Shares" has the meaning set forth in Section 2.07(b) hereof.

(66) "ROFO Election" has the meaning set forth in Section 2.07(b) hereof.

(67) "ROFO Notice" has the meaning set forth in Section 2.07(a) hereof.

(68) "ROFO Offer Shares" has the meaning set forth in Section 2.07(a) hereof.

(69) "ROFO Offerees" has the meaning set forth in Section 2.07(a) hereof.

(70) "ROFO Proposed Price" has the meaning set forth in Section 2.07(a) hereof.

(71) "Rule 144" means Rule 144 (or any successor provisions) under the Securities Act.

(72) "Section 1.12 Person" has the meaning set forth in Section 1.12(b) hereof.

(73) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(74) "Senior Managers" means the members of the Company's "Management Committee" from time to time, so long as such individuals are on the Management Committee; provided that Joseph Neubauer shall not be considered a Senior Manager under this Agreement or the Registration Rights and Coordination Committee Agreement.

(75) "Share Equivalents" means any securities that are then-currently exchangeable for, then-currently exercisable for or otherwise then-currently convertible into Shares.

(76) "Shares" means the common shares of the Company, with a par value of $.01 per share.

(77) "Sponsor Stockholder" shall mean those Stockholders of the Company who are members of the GSCP Investor Group, the CCMP Investor Group, the WP Investor Group or the THL Investor Group.

(78) "Stockholders" has the meaning set forth in the Preamble hereof.

(79) "Subject Companies" means the Company, Intermediate HoldCo and Aramark, and any other direct subsidiary of the Company or Intermediate HoldCo.

(80) Subsidiary" means, when used with respect to the Company, any other Person (whether or not incorporated) that the Company directly or indirectly owns or has the power to vote or control more than 50% of any class or series of capital stock or other equity interests of such Person.

(81) "THL Investor Director" means a Director designated or nominated by the THL Investor Group.

(82) "THL Investor Group" shall mean Thomas H. Lee Equity Fund VI, L.P., Thomas H. Lee Parallel Fund VI, L.P., Thomas H. Lee Parallel (DT) Fund VI, L.P., THL Coinvestment Partners, L.P., Putnam Investments Holdings, LLC, and Putnam Investments Employees' Securities Company DI LLC, and any Permitted Transferee thereof which is an investment fund that is directly or indirectly managed or advised by Thomas H. Lee Partners, L.P.

(83) "Transfer" has the meaning set forth in Section 2.01 hereof.

(84) "VCOC Stockholder" means each Sponsor Stockholder that advises the Board of the Company that it intends to qualify as a "venture capital operating company" (as defined in 29 C.F.R. § 2510.3-101(d)).

(85) "Withdraw" has the meaning set forth in Section 7.15 hereof.

(86) "WP Investor Director" means a Director designed or nominated by the WP Investor Group.

(87) "WP Investor Group" shall mean Warburg Pincus Private Equity IX, L.P. and any Permitted Transferee thereof which is an investment fund that is directly or indirectly managed or advised by Warburg Pincus LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

/s/ Joseph Neubauer

Joseph Neubauer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ARAMARK HOLDINGS CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ARAMARK INTERMEDIATE HOLDCO CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GS CAPITAL PARTNERS V FUND, L.P.

By: GSCP V Advisors, L.L.C., its General Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V OFFSHORE FUND, L.P.

By: GSCP V Offshore Advisors, L.L.C., its General Parts

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V GMBH & CO. KG

By: GS Advisors V, L.L.C., its Managing Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V INSTITUTIONAL, L.P.

By: GS Advisors V, L.L.C. Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

J.P. MORGAN PARTNERS (BHCA), L.P.

By: JPMP Master Fund Manager, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS A, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN), L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN), L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN) II, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN) II, L.P.

By: JPMP Global Investors, L.P.,
Its General Partner

By: JPMP Capital Corp.,
Its General Partner

By: /s/ Ana Capella Gomez-Acebo
Name: Ana Capella Gomez-Acebo
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CCMP CAPITAL INVESTORS II, L.P.

By: CCMP Capital Associates, L.P., its
General Partner

By: CCMP Capital Associates GP, LLC, its
general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President and CEO

CCMP CAPITAL INVESTORS (CAYMAN) II, L.P.

By: CCMP Capital Associates, L.P., its
General Partner

By: CCMP Capital Associates GP, LLC, its
general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THOMAS H. LEE EQUITY FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THOMAS H. LEE PARALLEL FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THL EQUITY FUND VI INVESTORS (ARAMARK), LLC
By: THL Equity Advisors VI, LLC, its manager
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

PUTNAM INVESTMENT HOLDINGS, LLC
By: Putnam Investments, LLC, its managing member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THL COINVESTMENT PARTNERS, L.P.
By: Thomas H. Lee Partners, L.P., its general partner
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

PUTNAM INVESTMENT EMPLOYEES' SECURITIES COMPANY III, LLC
By: Putnam Investment Holdings, LLC, its managing member
By: Putnam Investments, LLC, its managing member
By: Thomas H. Lee Advisors, LLC, its attorney-in-fact
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

THOMAS H. LEE PARALLEL (DT) FUND VI, L.P.
By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Charles P. Holden
Name: Charles P. Holden
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX LLC, its General Partner
By: Warburg Pincus Partners LLC, its Sole Member
By: Warburg Pincus & Co., its Managing Member

By: /s/ David Barr
Name: David Barr
Title: Partner

EXHIBIT A

SHARE OWNERSHIP

Exhibit 10.2

Amended and Restated Registration Rights and Coordination Committee Agreement

by and among

ARAMARK Holdings Corporation

and

the Stockholders Named Herein

Dated as of December 10, 2013

TABLE OF CONTENTS

This AMENDED AND RESTATED REGISTRATION RIGHTS AND COORDINATION COMMITTEE AGREEMENT (this "Agreement"), dated as of December 10, 2013, is made among ARAMARK Holdings Corporation, a Delaware corporation (the "Company"), each of the Sponsor Stockholders (as defined in the Stockholders Agreement), Joseph Neubauer and each of the Management Stockholders (as defined in the Stockholders Agreement and, together with the Sponsor Stockholders, Joseph Neubauer and such other Persons as may hereinafter become parties to or be bound by this Agreement, the "Stockholders").

RECITALS

WHEREAS, ARAMARK Corporation ("Aramark") and certain Affiliates of the Sponsor Stockholders and Joseph Neubauer have entered into an Agreement and Plan of Merger, dated as of August 8, 2006, pursuant to which RMK Acquisition Corporation, a Delaware corporation wholly owned by ARAMARK Intermediate HoldCo Corporation ("Intermediate HoldCo"), a Delaware corporation wholly owned by the Company, merged with and into Aramark (the "Merger"), with Aramark surviving the Merger as the surviving corporation therein;

WHEREAS, in connection with the Merger, the Company and the Stockholders entered into a Registration Rights and Coordination Committee Agreement (the "Original Agreement"), dated as of January 26, 2007 (the "Original Agreement Date");

WHEREAS, pursuant to Section 3.03 of the Original Agreement, the Original Agreement may be amended, modified or supplemented in writing by the Company, the Sponsor Stockholders representing sufficient shares to constitute a Majority Sponsor Vote and Joseph Neubauer;

WHEREAS, the Company is currently contemplating an underwritten public offering of Shares of its common stock; and

WHEREAS, in connection with, and effective upon, the date of completion of such initial public offering, the parties hereto wish to amend and restate the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I
Coordination Committee

Section 1.01. Coordination Committee . On the Original Agreement Date, there shall be established a coordination committee (the "Committee") consisting of (i) one representative designated by each Investor Group and (ii) Joseph Neubauer, in his individual capacity and as representative of the Management Stockholders (together, the "Committee Members"). Each Investor Group shall be permitted to remove and replace the Committee Member designated by it from time to time; provided that a Committee Member shall be automatically removed (and not replaced) at such time as the Investor Group that designated him

or her ceases to beneficially own in the aggregate a number of Shares that is equal to at least 10% of the Original Shares owned in the aggregate by the members of such Investor Group as set forth on Exhibit A to the Stockholders Agreement. The Committee shall include Joseph Neubauer for so long as Joseph Neubauer and employees of the Company beneficially own 5% or more of the outstanding Shares on a Fully Diluted Basis and, in the event Joseph Neubauer no longer serves on the Committee, the Committee shall include a Senior Manager (in addition to representatives from each of the Investor Groups). A total of 100 votes shall be allocated among the Committee Members *pro rata* in accordance with the relative ownership of Shares, at the relevant time, of (i) with respect to each of the Investor Groups, all members of such Investor Group and (ii) with respect to Joseph Neubauer or the Senior Manager representative, as applicable, Joseph Neubauer and the Management Stockholders combined. Subject to the notice requirements of the following sentence, the presence, in person or by telephone, of Committee Members representing a majority of the votes entitled to be cast by all Committee Members shall constitute a quorum for action, and, except as otherwise expressly provided in this Agreement, the Committee shall act by affirmative vote of Committee Members representing a majority of the votes entitled to be cast by all Committee Members. The Committee shall not meet unless (i) all of the Committee Members are present in person or by telephone or (ii) Committee Members representing a majority of the votes of all Committee Members are present in person or by telephone and each of the Committee Members who is not so present has been given at least two Business Days' prior notice that the Committee may meet without such Committee Member. The Committee shall meet promptly upon receipt of any bona fide written request (i) during the Pre-IPO Period, from Joseph Neubauer or a Sponsor Stockholder or (ii) during the Post-IPO Period, from Joseph Neubauer, a Sponsor Stockholder or the Management Representative, on behalf of a Management Stockholder, requesting Committee approval to Transfer Shares when such approval for Transfer is required under the Stockholders Agreement and shall respond to such written request with a grant or denial of approval within five Business Days (or 10 Business Days, in the case of a request from a Stockholder other than Joseph Neubauer or a Sponsor Stockholder) of receipt thereof. The Committee shall act in its own discretion, and shall have no obligation to approve or facilitate dispositions or Transfers. No Committee Member shall be under any obligation to discuss the contents of any meeting of the Committee with any other Stockholder. No compensation of any kind will be payable to any Committee Member by the Company in connection with the member's service on the Committee, except for reimbursement for out-of-pocket expenses related to attendance at Committee meetings. The Committee will cooperate with the Company with respect to, and will keep the Company promptly informed of, any actions taken by the Committee under this Article I.

ARTICLE II
Registration Rights

Section 2.01. Demand Registrations .

(a) At any time after the consummation by the Company of an IPO, if the Company shall receive a written request from (x) Eligible Stockholders holding in the aggregate more than 10% of the then outstanding Shares (such requesting Persons which, for the avoidance of doubt, may include Joseph Neubauer or his estate, the "Requesting Stockholders") or (y) subject to Section 2.01(f), Joseph Neubauer or his estate (a "Neubauer Demanding Stockholder") that the Company effect the registration under the Securities Act of all or any portion of such

Requesting Stockholders' or Neubauer Demanding Stockholder's Registrable Securities, and specifying the intended method of disposition thereof (each such request shall be referred to herein as a "Demand Registration"), then the Company shall promptly file a registration statement on an appropriate registration form and, other than in the case of a Demand Registration at the request of a Neubauer Legacy Stockholder, give notice as required by Section 2.03(a) to Eligible Stockholders and thereafter shall effect, as expeditiously as possible, the registration under the Securities Act of:

(i) all Registrable Securities for which the Requesting Stockholders or Neubauer Demanding Stockholder, as applicable, have requested registration under this Section 2.01, and

(ii) other than in the case of a Demand Registration at the request of a Neubauer Legacy Stockholder, subject to the restrictions set forth in Section 2.01(d) (to the extent applicable), all other Registrable Securities that any other Stockholders have requested the Company to register pursuant to a Piggyback Registration in accordance with Section 2.03(a), all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities to be so registered; provided that no Person may participate in any registration statement pursuant to this Section 2.01(a) unless such Person agrees to sell their Registrable Securities to the underwriters selected as provided in Section 2.05(f) on the same terms and conditions as apply to the Requesting Stockholders; provided, however, that no such Registering Stockholders shall be required to make any representations or warranties, or provide any indemnity, in connection with any such registration other than representations and warranties (or indemnities with respect thereto) as to (i) such Person's ownership of his, her or its Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances, (ii) such Person's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws by such Registering Stockholder as may be reasonably requested; provided, further, however, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto; and provided, further, that such liability will be limited to the net amount received by such Person from the sale of his or its Registrable Securities pursuant to such registration.

Anything to the contrary herein notwithstanding, the Company shall not be obligated to effect a Demand Registration (x) for Requesting Stockholders unless the aggregate gross proceeds expected in good faith by the Requesting Stockholders to be received from the sale of the Registrable Securities requested to be included by all Registering Stockholders in such Demand Registration equals or exceeds $200,000,000 or (y) for a Neubauer Demanding Stockholder unless the aggregate gross proceeds expected in good faith by the Neubauer Demanding Stockholder to be received from the sale of the Registrable Securities to be included in such Demand Registration equals or exceeds $65,000,000.

(b) Promptly after the expiration of the 10-day period referred to in Sections 2.01(a) and 2.03(a) hereof in connection with a Demand Registration other than at the request of a Neubauer Legacy Stockholder, the Company will notify all Registering Stockholders of the identities of the other Registering Stockholders and the number of shares of Registrable Securities requested to be included therein.

(c) The Company shall be liable for and pay all Registration Expenses in connection with each Demand Registration, regardless of whether such Registration is effected.

(d) If a Demand Registration involves an Underwritten Public Offering and the managing underwriter advises the Company, the Requesting Stockholders or the Neubauer Demanding Stockholder (as the case may be) that, in its view, the number of Registrable Securities that the Registering Stockholders, the Company or the Neubauer Demanding Stockholder (as the case may be) propose to include in such registration exceeds the largest number of Registrable Securities that can be sold without having an adverse effect on such offering, including the price at which such Registrable Securities can be sold (the "Demand Maximum Offering Size"), the Company shall include in such registration, in the priority listed below, up to the Demand Maximum Offering Size:

(i) in the case of a Demand Registration at the request of a Neubauer Legacy Stockholder, a number of Registrable Securities equal to the Demand Maximum Offering Size; provided, however, that if the Demand Maximum Offering Size is less than the number of Registrable Securities sought to be registered by the Neubauer Legacy Stockholder, then such Neubauer Legacy Stockholder may withdraw such request as provided in Section 2.01(g);

(ii) in the case of a Demand Registration at the request of a Requesting Stockholder or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder:

(A) first, all Registrable Securities proposed to be sold by the Registering Stockholders (the Registrable Securities, allocated, if necessary for the offering not to exceed the Demand Maximum Offering Size, *pro rata* among the Registering Stockholders on the basis of the relative number of Registrable Securities so requested to be included in such registration by each Registering Stockholder); and

(B) second, any securities proposed to be registered by the Company or any securities proposed to be registered for the account of any other Persons (including the Company), with such priorities among them as the Company shall determine.

(e) The Company may defer the filing (but not the preparation) of a registration statement, or suspend the continued use of a registration statement, required by Section 2.01 for a period of up to 60 days after the request to file a registration statement if at the time the Company receives the request to register Registrable Securities, the Company or any of its Subsidiaries are engaged in confidential negotiations or other confidential business activities, disclosure of which would be required in such registration statement (but would not be required if such registration statement were not filed), and the Board determines in good faith, after consultation with external legal counsel, that such disclosure would have a material adverse

effect on the Company or its business or on the Company's ability to effect a proposed material acquisition, disposition, financing, reorganization, recapitalization or similar transaction. A deferral of the filing of a registration statement, or the suspension of the continued use of a registration statement, pursuant to this Section 2.01(e) shall be lifted, and the requested registration statement shall be filed forthwith, if, in the case of a deferral, the negotiations or other activities are disclosed or terminated. In order to defer the filing of a registration statement, or suspend the continued use of a registration statement, pursuant to this Section 2.01(e), the Company shall promptly (but in any event within five days), upon determining to seek such deferral or suspension, deliver to each Requesting Stockholder a certificate signed by an executive officer of the Company stating that the Company is deferring such filing, or suspending the continued use of a registration statement, pursuant to this Section 2.01(e) and a general statement of the reason for such deferral or suspension, as the case may be, and an approximation of the anticipated delay. The Company may defer the filing, or suspend the continued use of, a particular registration statement pursuant to this Section 2.01(e) no more than twice in any twelve month period; provided, that there must be an interim period of at least 60 days between the end of one deferral or suspension period and the beginning of a subsequent deferral or suspension period. The Company agrees that in the event it exercises its rights under this Section 2.01(e), it shall, within 10 days following receipt by the holders of Registrable Securities of the notice of deferral or suspension, as the case may be, update the deferred or suspended registration statement as may be necessary to permit the holders of Registrable Securities to resume use thereof in connection with the offer and sale of their Registrable Securities in accordance with applicable law.

(f) Joseph Neubauer and his estate shall be entitled to cause, in the aggregate, two Demand Registrations and/or Underwritten Shelf Takedowns pursuant to this Section 2.01 and Section 2.02; it being understood that any Underwritten Shelf Takedown that is completed solely at the request of a Neubauer Demanding Stockholder (and not by Shelf Takedown Requesting Stockholders) pursuant to Section 2.02(b) shall count as one of such Demand Registrations. A request by a Neubauer Demanding Stockholder for a Demand Registration or an Underwritten Shelf Takedown that does not result in a completed registration and sale under the Securities Act (whether as provided in Section 2.01(d), 2.01(g), 2.02(d) or otherwise) shall not be counted for purposes of the foregoing limitations.

(g) A request for a Demand Registration may be withdrawn without liability to any Registering Stockholders prior to the Company's filing of the required registration statement by a majority of the Requesting Stockholders or Neubauer Demanding Stockholder (as the case may be) that made such request and a registration statement filed in connection with any such request may be withdrawn without liability to any Registering Stockholders prior to the effectiveness thereof (if applicable) by a majority of the Requesting Stockholders or the Neubauer Demanding Stockholder (as the case may be) that made such request, in both cases by providing notice to the Company. Any such withdrawn request or registration statement shall not be counted for purposes of the limitations set forth in Sections 2.01(f) and 2.02(c).

Section 2.02. Shelf Registration .

(a) Committee Demand Shelf Registration. (i) If, at any time that is after an IPO and during which the Company is eligible to register Shares on Form S-3 (or any successor form), the Company shall receive a request from the Committee that the Company effect a shelf registration under the Securities Act covering the resale of Registrable Securities (such request, a "Shelf Request," and any registration effected pursuant to any such request, a "Shelf Registration"), then the Company shall promptly file a registration statement relating to such Registrable Securities on an appropriate shelf registration form (including any amendments or prospectus supplements to add Registrable Securities that Stockholders have requested, or may request, to be included in such shelf registration from time to time pursuant to this Agreement) and give notice as required by Section 2.03(a) to Eligible Stockholders and thereafter shall effect, as expeditiously as possible, the registration under the Securities Act of:

a. all Registrable Securities for which the Committee has requested registration under this Section 2.02, and

b. subject to the restrictions set forth in Section 2.01(d) (to the extent applicable), all other Registrable Securities that any other Stockholders have requested the Company to register pursuant to a Piggyback Registration in accordance with Section 2.03(a), all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities to be so registered; provided that no Person may participate in any registration statement pursuant to this Section 2.02(a) unless such Person agrees to sell their Registrable Securities to the underwriters selected as provided in Section 2.05(f) on the same terms and conditions as apply to any other Stockholders participating in such registration statement; provided, however, that no such Registering Stockholders shall be required to make any representations or warranties, or provide any indemnity, in connection with any such registration other than representations and warranties (or indemnities with respect thereto) as to (i) such Person's ownership of his, her or its Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances, (ii) such Person's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws by such Registering Stockholder as may be reasonably requested; provided, further, however, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto; and provided, further, that such liability will be limited to the net amount received by such Person from the sale of his or its Registrable Securities pursuant to such registration.

If the Company is eligible as a WKSI, the shelf registration statement shall utilize the automatic shelf registration process under Rule 415 and Rule 462 promulgated under the Securities Act. If the Company is not eligible as a WKSI or is otherwise ineligible to utilize the automatic shelf registration process, then the Company shall use reasonable best efforts to have the shelf registration statement declared effective as expeditiously as practicable. For the avoidance of doubt, notwithstanding the shelf registration of Registrable Securities pursuant to a Shelf Registration, no sales of such Registrable Securities shall be made other than as permitted by or in accordance with the transfer restrictions under the Stockholders Agreement. As soon as reasonably practicable after the IPO, the Company will use its reasonable best efforts, consistent

with the terms of this Agreement, to qualify for and remain eligible to use Form S-3 registration or a similar short-form registration. The provisions of Section 2.05 shall be applicable to each Shelf Registration initiated under this Section 2.02 and any subsequent resale of Registrable Securities pursuant to an Underwritten Shelf Takedown.

(ii) The Company shall be liable for and pay all Registration Expenses in connection with each Shelf Registration, regardless of whether such Registration is effected.

(iii) The Company shall terminate a Shelf Registration upon request of the Committee. The Committee may make an unlimited number of Committee Shelf Registration Requests, provided that no such request shall be made less than 180 days following the termination of any prior Shelf Registration.

(b) Underwritten Shelf Takedown. (i) If, at any time during which a Shelf Registration is in effect (or in connection with its initial effectiveness), the Company shall receive a request from (x) Eligible Stockholders holding in the aggregate more than 10% of the then outstanding Shares (such Persons, which, for the avoidance of doubt, may include Joseph Neubauer or his estate, the "Shelf Takedown Requesting Stockholders") or (y) a Neubauer Demanding Stockholder to facilitate an Underwritten Public Offering and sale of all or a portion of the Registrable Securities registered or registrable thereon (such request, an "Underwritten Shelf Takedown Request," and any Underwritten Public Offering conducted pursuant thereto, an "Underwritten Shelf Takedown"), then the Company shall use all reasonable efforts to (1) file such amendments and supplements or reports under the Exchange Act, if applicable, so as to include in the Shelf Registration, and (2) facilitate, as expeditiously as possible, the sale of:

a. all Registrable Securities for which the Shelf Takedown Requesting Stockholders or the Neubauer Demanding Stockholder, as applicable, have requested registration and sale under this Section 2.02(b),

b. in the case of an Underwritten Shelf Takedown Request at the request of Shelf Takedown Requesting Stockholders or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder, subject to the restrictions set forth in Section 2.01(d) (to the extent applicable), all other Registrable Securities that any other Stockholders have requested the Company to register and sell pursuant to a Piggyback Registration in accordance with Section 2.03(a), all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities to be so registered; provided that no Person may participate in any registration statement pursuant to this Section 2.02(b) unless such Person agrees to sell their Registrable Securities to the underwriters selected as provided in Section 2.05(f) on the same terms and conditions as apply to the Shelf Takedown Requesting Stockholders or such Neubauer Demanding Stockholder, as the case may be; provided, however, that no such Registering Stockholders shall be required to make any representations or warranties, or provide any indemnity, in connection with any such registration other than representations and warranties (or indemnities with respect thereto) as to (i) such Person's ownership of his, her or its Registrable Securities to be

transferred free and clear of all liens, claims, and encumbrances, (ii) such Person's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws by such Registering Stockholder as may be reasonably requested; provided, further, however, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto; and provided, further, that such liability will be limited to the net amount received by such Person from the sale of his or its Registrable Securities pursuant to such registration, and

c. in the case of an Underwritten Shelf Takedown Request at the request of Shelf Takedown Requesting Stockholders or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder, any other securities proposed to be registered and sold by the Company or any securities proposed to be registered and sold for the account of any other Persons, with such priorities among the Company and such other Persons as the Company shall determine.

(ii) The Company shall be liable for and pay all Registration Expenses in connection with any Underwritten Shelf Takedown, regardless of whether such Registration is effected. The Committee (in the case of an Underwritten Shelf Takedown Request at the request of Shelf Takedown Requesting Stockholders) and the Neubauer Demanding Stockholder (in the case of an Underwritten Shelf Takedown Request at the request of such Neubauer Demanding Stockholder) shall have the right, after consultation with the Company, to select the underwriters, initial purchasers or placement agents, if any, the price and other terms upon which and the process by which any sale pursuant to an Underwritten Shelf Takedown is effected; provided, however, that the Committee or the Neubauer Demanding Stockholder, as the case may be, shall not select any underwriter, initial purchaser or placement agent to which the Company shall reasonably object.

(iii) If the managing underwriter advises the Shelf Takedown Requesting Stockholder or the Neubauer Demanding Stockholder, as the case may be, that, in its view, the number of Registrable Securities requested to be included in an Underwritten Shelf Takedown (including, in the case of an Underwritten Shelf Takedown Request at the request of Shelf Takedown Requesting Stockholders or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder, any Registrable Securities that any Registering Stockholder proposes to be included and any securities that the Company proposes to be included that are not Registrable Securities) exceeds the largest number of Registrable Securities that can be sold without having an adverse effect on such offering, including the price at which such Registrable Securities can be sold (the "Shelf Takedown Maximum Offering Size"), the Company shall include in such registration and/or such Underwritten Public Offering, in the priority listed below, up to the Shelf Takedown Maximum Offering Size:

(A) in the case of an Underwritten Shelf Takedown Request at the request of a Neubauer Legacy Stockholder, a number of Registrable Securities equal to the Shelf Takedown Maximum Offering Size; provided, however, that if the Shelf Takedown Maximum Offering Size is less than the number of Registrable Securities sought to be registered by the Neubauer Legacy Stockholder, then such Neubauer Legacy Stockholder may withdraw such request as provided in Section 2.02(d);

(B) in the case of an Underwritten Shelf Takedown Request at the request of Shelf Takedown Requesting Stockholders or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder:

(1) first, all Registrable Securities proposed to be sold by the Registering Stockholders (the Registrable Securities, allocated, if necessary for the offering not to exceed the Shelf Takedown Maximum Offering Size, *pro rata* among the Registering Stockholders on the basis of the relative number of Registrable Securities so requested to be included in such offering by each Registering Stockholder); and

(2) second, any securities proposed to be sold by the Company or any securities proposed to be sold for the account of any other Persons, with such priorities among the Company and such other Persons as the Company shall determine.

(c) Joseph Neubauer and his estate shall be entitled to cause, in the aggregate, two Demand Registrations and/or Underwritten Shelf Takedowns pursuant to Section 2.01 and this Section 2.02; it being understood that any Demand Registration that is completed solely at the request of a Neubauer Demanding Stockholder (and not by Requesting Stockholders) pursuant to Section 2.01 shall count as one of such Underwritten Shelf Takedowns. A request by a Neubauer Demanding Stockholder for a Demand Registration or an Underwritten Shelf Takedown that does not result in a completed registration and sale under the Securities Act (whether as provided in Section 2.01(d), 2.01(g), 2.02(d) or otherwise) shall not be counted for purposes of the foregoing limitations.

(d) An Underwritten Shelf Takedown Request may be withdrawn without liability to any Registering Stockholders prior to the consummation of the takedown by a majority of the Shelf Takedown Requesting Stockholders or the Neubauer Demanding Stockholder (as the case may be) that made such request, in both cases by providing notice to the Company. Any such withdrawn request shall not be counted for purposes of the limitations set forth in Sections 2.01(f) and 2.02(c).

Section 2.03. Piggyback Registration .

(a) Except in the case of a Demand Registration or Underwritten Shelf Takedown requested, in either case, by a Neubauer Legacy Stockholder: if (1) the Company proposes, at any time after an IPO, to register any Company Securities under the Securities Act (other than a registration on Form S-8 or Form S-4, or any successor forms, relating to Company Securities issuable upon exercise of employee stock options or in connection with any employee benefit or similar plan of the Company or in connection with a direct or indirect business

combination involving the Company and another Person, but including any Shelf Registration), whether for sale solely for its own account (a "Primary Registration") or for the account of any other Person (including a Requesting Stockholder) and, in any case, such registration involves an Underwritten Public Offering, or (2) the Company receives an Underwritten Shelf Takedown Request, the Company shall each such time give prompt notice to each Eligible Stockholder, (i) in the case of a registration of Company Securities for its own account or for the account of a Person other than a Requesting Stockholder, at least 10 Business Days prior to the effective date of the registration statement relating to such registration, or, if earlier, promptly following the filing with the SEC of such related registration statement, (ii) in the case of a Demand Registration at the request of a Requesting Stockholder or a Neubauer Demanding Stockholder that is not a Neubauer Legacy Stockholder, promptly following receipt of the request for registration from such Requesting Stockholder, and, in any event, at least five Business Days prior to the effective date of the registration statement relating to such registration and (iii) in the case of an Underwritten Shelf Takedown, promptly following receipt of the applicable Underwritten Shelf Takedown Request, and, in any event, at least five Business Days (or, in the case of an Underwritten Block Trade, at least two Business Days) before the intended execution of an underwriting agreement with respect thereto. Such notice shall set forth such Eligible Stockholder's rights under this Section 2.03 and shall offer such Eligible Stockholder the opportunity to include in such registration statement (and in such Underwritten Public Offering, in the case of an Underwritten Shelf Takedown) the number of Registrable Securities of the same class or series as those proposed to be registered (or sold, in the case of an Underwritten Shelf Takedown) as each such Eligible Stockholder may request (a "Piggyback Registration"), subject to the provisions of Section 2.03(c) . Upon the request of any such Eligible Stockholder made within 10 days (or four Business Days in the case of a Piggyback Registration in connection with a Demand Registration (or by the Business Day prior to the effective date of the registration statement related to such Demand Registration, if later) or Underwritten Shelf Takedown (or, in the case of an Underwritten Block Trade, by the end of the next Business Day) after the receipt of notice from the Company (which request shall specify the number of Registrable Securities intended to be registered (or sold, in the case of an Underwritten Shelf Takedown) by such Eligible Stockholder, the Company and the Requesting Stockholder (or Shelf Takedown Requesting Stockholder or any other initiating holder, as applicable) shall (x) in the case of an Underwritten Shelf Takedown, cause the underwriter to include all Registrable Securities the Company has been so requested to include by all such Eligible Stockholders, and (y) in the case of any registration, use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities that the Company has been so requested to register by all such Eligible Stockholders with rights to require registration of Registrable Securities hereunder, in each case all to the extent necessary to permit the disposition of the Registrable Securities to be so registered or sold (in the case of an Underwritten Shelf Takedown); provided that all such Eligible Stockholders requesting to be included in the Company's registration must sell their Registrable Securities to the underwriters selected as provided in Section 2.05(f) or 2.02(b)(ii), as applicable, on the same terms and conditions as apply to the Company, the Requesting Stockholder or the Shelf Takedown Requesting Stockholder requesting such registration, as applicable; provided, however, that no such Person shall be required to make any representations or warranties, or provide any indemnity, in connection with any such registration other than representations and warranties (or indemnities with respect thereto) as to (i) such Person's ownership of his, her or its Registrable Securities to be transferred free and clear of all liens,

claims, and encumbrances, (ii) such Person's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws by such Person as may be reasonably requested; provided, further, however, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto, and provided, further, that such liability will be limited to the net amount received by such Person from the sale of his or its Registrable Securities pursuant to such registration. If, at any time after giving notice of its intention to register any Registrable Securities pursuant to this Section 2.03(a) and, prior to the effective date of the registration statement filed in connection with such registration (or prior to the execution of the underwriting agreement, in the case of an Underwritten Shelf Takedown), the Company or the initiating holders, as applicable, shall determine for any reason not to register such securities (or to complete such Underwritten Shelf Takedown, in the case of an Underwritten Shelf Takedown), the Company shall give notice to all such Eligible Stockholders and, thereupon, shall be relieved of its obligation to register or to facilitate the disposition of any Registrable Securities in connection with such registration or Underwritten Shelf Takedown. The Company agrees to use all reasonable efforts to notify the Registering Stockholders if the price for any Company Securities to be registered for sale for the account of the Company in a Primary Registration is expected to occur outside of any previously publicly announced range; provided that the Company shall not have any such obligation with respect to any registration involving the registration of Company Securities only for the account of parties other than the Company. No registration effected under this Section 2.03 shall relieve the Company of its obligations to effect a Demand Registration to the extent required by Section 2.01. The Company shall be liable for and pay all Registration Expenses in connection with each Piggyback Registration, regardless of whether such registration is effected. Notwithstanding anything to the contrary in this Agreement, in the case of an Underwritten Block Trade, Senior Managers shall not be deemed to be Eligible Stockholders for purposes of this Section 2.03(a) and, for the avoidance of doubt, shall not be entitled to receive notice of, or to elect to participate in, an Underwritten Block Trade.

(b) Stockholders will not be entitled to a Piggyback Registration in an IPO except, in the case of Eligible Stockholders, with the approval of the Coordination Committee (which may grant or withhold such approval in its discretion but which shall grant such approval to all Eligible Stockholders who so request on a *pro rata* basis if it grants approval to any).

(c) In a Piggyback Registration (other than any Piggyback Registration in connection with a Demand Registration or Underwritten Shelf Takedown, in which case the provisions with respect to priority of inclusion in such offering set forth in Section 2.01(d) or 2.02(b), respectively, shall apply), if the managing underwriter advises the Company that, in its view, the number of Registrable Securities that the Company and all selling stockholders propose to include in such registration exceeds the largest number of Registrable Securities that can be sold without having an adverse effect on such offering, including the price at which such Registrable Securities can be sold (the "Piggyback Maximum Offering Size"), the Company shall include in such registration, in the following priority, up to the Piggyback Maximum Offering Size:

(i) first, such number of Registrable Securities proposed to be offered for the account of the Company, if any, as would not cause the offering to exceed the Piggyback Maximum Offering Size,

(ii) second, all Registrable Securities requested to be included in such offering by any Eligible Stockholders pursuant to this Section 2.03 (the Registrable Securities allocated, if necessary for the offering not to exceed the Piggyback Maximum Offering Size, *pro rata* among the Eligible Stockholders on the basis of the relative number of Registrable Securities so requested to be included in such offering by each Registering Stockholder).

In the event that a Neubauer Demanding Stockholder (other than a Neubauer Legacy Stockholder) sells less than 85% of the Shares sought to be sold by such Neubauer Demanding Stockholder in a Demand Registration or Underwritten Shelf Takedown requested by such Neubauer Demanding Stockholder for which Eligible Stockholders have exercised their rights to be included in a Piggyback Registration under this Agreement (or in which stockholders of the Company have exercised similar rights under any other agreement), then such Demand Registration or Underwritten Shelf Takedown Request shall not be counted for purposes of the limitations set forth in Sections 2.01(f) and 2.02(c).

Section 2.04. Lock-Up Agreements .

(a) In connection with each Underwritten Public Offering, if requested by the managing underwriter or the Committee, each of the Company and the Eligible Stockholders (including, for purposes of this Section 2.04, each member of the JN Group) agrees not to effect any public sale or private offer or distribution (other than a distribution-in-kind *pro rata* to all limited partners or members, as the case may be, of such Stockholder in accordance with the Stockholders Agreement) of any Registrable Securities during the 10 days prior to the consummation of such Underwritten Public Offering and during any such time period after the consummation of such Underwritten Public Offering, not to exceed 90 days (180 days in the case of the IPO), as may be so requested; provided, however, that if any Senior Manager is not afforded the right to participate on a piggyback basis on an Underwritten Block Trade in accordance with the notice procedures in Section 2.03(a), such Senior Manager shall not be required by this Section 2.04(a) to sign lock-up agreements in connection with such Underwritten Block Trade. Any discretionary waiver or termination of the requirements under the foregoing provisions made by the Company or the applicable lead managing underwriters shall apply to each Stockholder on a *pro rata* basis.

(b) Notwithstanding anything herein to the contrary, Goldman, Sachs & Co., Goldman Sachs Execution & Clearing, L.P. and their respective Affiliates may engage in brokerage, investment advisory, investment company, financial advisory, principal investing, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage and other similar activities (including any hedging or other transactions incidental thereto) conducted in the ordinary course of their businesses, other than for or on behalf of any Stockholder hereunder.

(c) The parties will support an exception to the underwriting and lock-up agreements to be entered into in connection with each Underwritten Public Offering (including the IPO) to allow Joseph Neubauer or his estate, to the extent they request, to effect any Transfers by them (but not, for the avoidance of doubt, by their subsequent transferees) of (x) Shares or other securities of the Company to any Immediate Family Members of Joseph Neubauer or (y) Freed-Up Shares, in each case before, as of, or at any time following the applicable Underwritten Offering and to the extent such Transfers are otherwise permitted pursuant to the terms of this Agreement and the Stockholders Agreement.

Section 2.05. Registration Procedures . Whenever any Stockholders or the Coordination Committee request that any Registrable Securities be registered pursuant to Section 2.01, Section 2.02, or Section 2.03 hereof, subject to the provisions of such Sections, the Company shall use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable, and, in connection with any such request (including, where applicable, in connection with any Underwritten Shelf Takedown), in all cases without prejudice to Section 2.01(e):

(a) The Company shall, as expeditiously as possible, and, if the Company is not qualified for the use of Form S-3, no later than 20 days from the date of receipt by the Company of the written request, and if the Company is qualified for use of Form S-3, no later than 10 days from the date of receipt by the Company of the written request, prepare and file with the SEC a registration statement on any form for which the Company then qualifies and the managing underwriter, if any, and the holders of a majority of the Registrable Securities to be registered thereunder shall deem appropriate and which form shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof, and use its reasonable best efforts to cause such filed registration statement to become (if the Company is not a WKSI as of such time) and remain effective for a period of not less than 180 days or in the case of a Shelf Registration, not less than two years (or such shorter period in which all of the Registrable Securities of the Registering Stockholders included in such registration statement shall have actually been sold thereunder); provided, however, that such 180-day period or two-year period, as applicable, shall be extended for a period of time equal to the period any Stockholder refrains from selling any securities included in such registration at the request of an underwriter and in the case of any Shelf Registration, subject to compliance with applicable SEC rules, such two-year period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold.

(b) Prior to filing a registration statement or prospectus or any amendment or supplement thereto, the Company shall furnish to each participating Stockholder and each underwriter, if any, of the Registrable Securities covered by such registration statement copies of such registration statement as proposed to be filed, and thereafter the Company shall furnish to such Stockholder and underwriter, if any, such number of copies of such registration statement, and each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 or Rule 430A under the Securities Act and such other documents as such Stockholder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Stockholder.

(c) After the filing of the registration statement, the Company shall (i) cause the related prospectus to be supplemented by any required prospectus supplement, and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act, (ii) comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such registration statement during the applicable period in accordance with the intended methods of disposition by the Registering Stockholders thereof set forth in such registration statement or supplement to such prospectus and (iii) promptly notify each Registering Stockholder holding Registrable Securities covered by such registration statement of any stop order issued or threatened by the SEC or any state securities commission and take all reasonable actions required to prevent the entry of such stop order or to remove it if entered.

(d) The Company shall use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as any Registering Stockholder holding such Registrable Securities reasonably (in light of such Stockholder's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Stockholder to consummate the disposition of the Registrable Securities owned by such Stockholder; provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2.05(d), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(e) The Company shall immediately notify each Registering Stockholder holding such Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of an event known to the Company requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly prepare and make available to each such Stockholder and file with the SEC any such supplement or amendment.

(f) Except for a Demand Registration or as provided in Section 2.02(b)(ii), the Board shall have the right to select the underwriter or underwriters in connection with any Underwritten Public Offering. In connection with the offering of Registrable Securities pursuant to a Demand Registration, the Requesting Stockholders (in the case of a Demand Registration at the request of Requesting Stockholders) and the Neubauer Demanding Stockholder (in the case of a Demand Registration at the request of such Neubauer Requesting Stockholder) shall select the underwriter or underwriters, provided that such selection shall be subject to the consent of the Board, which consent shall not be unreasonably withheld or delayed. In connection with any Underwritten Public Offering, the Company shall enter into customary agreements (including an underwriting agreement in customary form), provided that such agreements are consistent with this Agreement, and take all such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Underwritten Public Offering, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the NASD. Each Stockholder participating in such underwriting shall also enter into such agreement, provided that the terms of any such agreement are consistent with this Agreement.

(g) Upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, the Company shall make available for inspection by any Registering Stockholder and any underwriter participating in any disposition pursuant to a registration statement being filed by the Company pursuant to this Section 2.05 and any attorney, accountant or other professional retained by any such Stockholder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records") as shall be reasonably necessary or desirable to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any Inspectors in connection with such registration statement. Records that the Company determines, in good faith, to be confidential and that it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such registration statement or (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or is otherwise required by law. Each Stockholder agrees that at the time that such Stockholder is a Registering Stockholder, information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it or its Affiliates as the basis for any market transactions in Common Shares unless and until such information is made generally available to the public, and further agrees that, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, it shall give notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(h) The Company shall cause to be furnished to each Registering Stockholder and to each such underwriter, if any, a signed counterpart, addressed to such Stockholder or underwriter, of (i) an opinion or opinions of counsel to the Company and (ii) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, as a majority of such Stockholders or the managing underwriter therefor reasonably requests.

(i) The Company shall otherwise comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement or such other document that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(j) The Company may require each Registering Stockholder, by written notice given to each such Registering Stockholder not less than 10 days prior to the filing date of the applicable registration statement, to promptly, and in any event within 7 days after receipt of such notice, furnish in writing to the Company such information regarding the distribution of the Registrable Securities as the Company may from time to time request and such other information as may be legally required in connection with such registration.

(k) Each Stockholder agrees that at the time that such Stockholder is a Registering Stockholder, upon receipt of any written notice from the Company of the occurrence of any event requiring the preparation of a supplement or amendment of a prospectus relating to the Registrable Securities covered by a registration statement that is required to be delivered under the Securities Act so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or to make the statements therein not misleading, such Stockholder shall forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Stockholder's receipt of the copies of a supplemented or amended prospectus, and, if so directed by the Company, such Stockholder shall deliver to the Company all copies, other than any permanent file copies then in such Stockholder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. If the Company shall give such notice, the Company shall extend the period during which such registration statement shall be maintained effective (including the period referred to in Section 2.05(a)) by the number of days during the period from and including the date of the giving of notice pursuant to Section 2.05(e) to the date when the Company shall make available to such Stockholder a prospectus supplemented or amended to conform with the requirements of Section 2.05(e).

(l) The Company shall list all Registrable Securities covered by such registration statement on any securities exchange or quotation system on which any of the Registrable Securities are then listed or traded and if none of the Registrable Securities are so listed, on any securities exchange or quotations system on which similar securities issued by the Company are then listed, and if no Common Shares are listed, on any national securities exchange or on the NASDAQ.

(m) If requested by the Registering Stockholders, the Company shall cause the appropriate officers of the Company to (i) prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, (ii) take other reasonable actions to obtain ratings for any Registrable Securities and (iii) otherwise cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities.

Section 2.06. Indemnification by the Company .

(a) The Company agrees to indemnify and hold harmless, to the full extent permitted by law, each Registering Stockholder holding Registrable Securities, each of their directors, officers, employees, stockholders, general partners, limited partners, members, trustees, advisory directors, managing directors and Affiliates (other than the Company and its Subsidiaries) (and directors, officers, employees, stockholders, general partners, limited partners, members, advisory directors, managing directors and controlling persons thereof and, in the case of Joseph Neubauer and his estate, The Neubauer Family Foundation and any trusts or estate planning vehicles established for the benefit of any family members of Joseph Neubauer) (collectively, "Stockholder Related Persons") from and against any and all losses, claims, damages or liabilities, joint or several, and expenses (including without limitation reasonable attorneys' fees and any and all reasonable expenses incurred investigating, preparing or defending against any litigation, commenced or threatened, or any claim, and any and all amounts paid in any settlement of any such claim or litigation) to which such Stockholder

Related Persons may become subject, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) (the "Damages") or expenses arise out of or are based upon, caused by or relating to (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement, prospectus, offering circular, offering memorandum or similar document relating to the Registrable Securities (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or not misleading in the light of the circumstances under which they were made, except to the extent that such Damages are caused by or related to any such untrue statement or omission or alleged untrue statement or omission so made based upon information furnished in writing to the Company by such Stockholder or on such Stockholder's behalf expressly for use therein. Such indemnification obligation shall be in addition to any liability that the Company may otherwise have to any other such Stockholder Related Persons.

(b) The Company also agrees to indemnify any underwriters of the Registrable Securities, their directors, officers, employees, stockholders, general partners, limited partners, members, advisory directors, managing directors and Affiliates (and directors, officers, employees, stockholders, general partners, limited partners, members, advisory directors, managing directors and controlling persons thereof) (collectively, "Underwriter Related Persons") on customary and commercially reasonable terms negotiated on an arm's-length basis with such underwriters.

(c) The Company also agrees to indemnify and hold harmless each Committee Member, each of their directors, officers, employees, stockholders, general partners, limited partners, members, advisory directors, managing directors and Affiliates (and directors, officers, employees, stockholders, general partners, limited partners, members, trustees, advisory directors, managing directors and controlling persons thereof and, in the case of Joseph Neubauer and his estate, The Neubauer Family Foundation and any trusts or estate planning vehicles established for the benefit of any family members of Joseph Neubauer) (collectively, "Committee Member Related Persons") from and against any Damages in connection with any decisions made or any actions taken or not taken by the Committee under Articles I and II hereof other than any claim or liability arising from the intentional breach of this Agreement by, or bad faith, willful misconduct or gross negligence of, such Persons. This Section 2.06(c) shall terminate if, in connection with the IPO, the lead managing underwriter advises each Committee Member and the Company in writing that the continuation of the indemnification provided hereby would materially and adversely affect the IPO.

(d) The provisions of this Section 2.06 are intended to be for the benefit of, and shall be enforceable by, each Stockholder Related Person and each Committee Member Related Person, as applicable, and its respective successors, heirs and representatives.

Section 2.07. Indemnification by Registering Stockholders . Each Registering Stockholder holding Registrable Securities included in a registration statement agrees, severally but not jointly, to indemnify and hold harmless the Company, its officers, directors and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing

indemnity from the Company to such Stockholder, but only with respect to information furnished in writing by such Stockholder or on such Stockholder's behalf (at the direction of such Stockholder) expressly for use in any registration statement or prospectus relating to the Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus. Each such Stockholder also agrees to indemnify and hold harmless underwriters of the Registrable Securities and Underwriter Related Persons on customary and commercially reasonable terms negotiated on an arm's-length basis with such underwriters. As a condition to including Registrable Securities in any registration statement filed in accordance with this Article II, the Company may require that it shall have received an undertaking reasonably satisfactory to it from any underwriter to indemnify and hold it and each Registering Stockholder harmless to the extent customarily provided by underwriters with respect to similar securities. No Registering Stockholder shall be liable under this Section 2.07 for any Damages in excess of the net proceeds realized by such Stockholder in the sale of Registrable Securities of such Stockholder to which such Damages relate.

Section 2.08. Conduct of Indemnification Proceedings . If any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to this Article II (other than Section 2.06(b) and the second sentence of Section 2.07), such Person (an "Indemnified Party") shall promptly notify the Person against whom such indemnity may be sought (the "Indemnifying Party") in writing and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Party, and shall assume the payment of all fees and expenses; provided that the failure of any Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent and only to the extent that the Indemnifying Party is materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel separate from counsel selected by the Indemnifying Party, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) in the reasonable judgment of such Indemnified Party representation of the Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate due to actual or potential differing interests between them.

It is understood that, in connection with any proceeding or related proceedings in the same jurisdiction, the Indemnifying Party shall not be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for all such Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Indemnified Parties, such firm shall be designated in writing by the Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, or if there be a final judgment for the plaintiff, the Indemnifying Party shall indemnify and hold harmless such Indemnified Parties from and against any Damages (to the extent stated above) by reason of such settlement or judgment. Without the prior written consent of the Indemnified Party, no Indemnifying Party shall effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability arising out of such proceeding without an admission of fault for any matters in connection with such proceeding.

Section 2.09. Contribution . If the indemnification provided for in this Article II is unavailable to or insufficient to hold harmless the Indemnified Parties in respect of any Damages, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Damages as between the Company on the one hand and each such Stockholder on the other hand, in such proportion as is appropriate to reflect the relative fault of the Company and of each such Stockholder in connection with such statements or omissions, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of each such Stockholder on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Registering Stockholders agree that it would not be just and equitable if contribution pursuant to this Section 2.09 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the Damages referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.09, no Registering Stockholder shall be required to contribute any amount for Damages in excess of the net proceeds realized by such Stockholder in the sale of Registrable Securities of such Stockholder to which such Damages relate. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Each Registering Stockholder's obligation to contribute pursuant to this Section 2.09 is several in the proportion that the net proceeds of the offering received by such Stockholder bears to the total net proceeds of the offering received by all such Registering Stockholders and not joint.

Section 2.10. Participation in Underwritten Public Offering . No Person may participate in any Underwritten Public Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities (to the extent consistent with this Agreement), underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement in respect of registration rights.

Section 2.11. Other Indemnification . Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and each Registering Stockholder with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

Section 2.12. Cooperation by the Company . With a view to making available to the Stockholders the benefits of certain rules and regulations of the SEC that may at any time permit the sale of securities to the public without registration, from and after the IPO, the Company agrees to use its reasonable best efforts to:

(a) make and keep public information available, as those terms are defined in Rule 144, at all times after the effective date that the Company becomes subject to the reporting requirements of the Securities Act or the Exchange Act;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and/or

(c) furnish to any Stockholder, so long as such Stockholder owns any Registrable Securities, upon request by such Stockholder, (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after 90 days after the effective date of the registration statement filed by the Company for an IPO), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements) or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and (iii) such other reports and documents of the Company and other information in the possession of or reasonably obtainable by the Company as a Stockholder may reasonably request in availing itself of any rule or regulation of the SEC allowing a Stockholder to sell any such securities without registration, including "current public information" satisfying the requirements of paragraph (c) of Rule 144 and information satisfying the requirements of paragraph (d)(4) of Rule 144A under the Securities Act.

Section 2.13. Release of Committee Members . Each Stockholder on behalf of itself and each of its direct and indirect subsidiaries, if any, (i) agrees and acknowledges that neither the Committee nor the individual Committee Members owe it any fiduciary duty in connection with the matters entrusted to the Committee pursuant to this Agreement and (ii) hereby agrees to release the Company, the Committee Members and their respective officers, directors, agents and affiliates and each Person, if any, who controls such Committee Member within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from any and all manner of action or actions, cause or causes of action, in law or in equity or otherwise, liabilities, claims and damages it may have, now or hereafter, upon or by reason of any matter, cause or thing concerning, arising out of, or in any way connected to any decisions made or actions taken or not taken by the Committee under Articles I and II hereof other than any claim or liability arising from the intentional breach of this Agreement by, or bad faith, willful misconduct or gross negligence of, such Persons.

Section 2.14. Accelerated Liquidity Participation Rights and Other Offerings .

(a) Notwithstanding anything to the contrary in this Agreement, but subject to Section 2.14(b), in offerings in which any Eligible Stockholders have the right to include Registrable Securities pursuant to Section 2.03 (including Demand Registrations and Underwritten Shelf Takedowns to the extent set forth in Section 2.03) (such offerings,

"Registered Sales"), participation as among the Sponsor Stockholders and the JN Group (including in respect of any underwriter "cutback" provisions contained in Article II) will be determined *pro rata* based on the number of Registrable Securities owned by each of them at the relevant time, except that the JN Group will be treated as owning twice as many Registrable Securities as actually held by its members ("Accelerated Participation"). (For example, assume the Sponsor Stockholders own 80%, the Management Stockholders own 10% and the JN Group owns 10%, in each case of the Registrable Securities held by the Sponsor Stockholders, the Management Stockholders and the JN Group, taken together. The JN Group would be entitled to sell 18% of the Registrable Securities being sold by the selling group, calculated as follows: (x) Sponsor Stockholders and JN Group would be entitled to 80% plus 10% (for a total of 90%) of the total allocation; (y) the JN Group would be entitled to 20/100 (i.e., 20%) of the 90% allocated to the Sponsors and the JN Group collectively, or 18% of the total allocation to the selling group, and (z) the Sponsor Stockholders would be entitled to 72% of the total allocation (with the Management Stockholders' allocation remaining fixed at 10% of the total allocation)).

(b) The number of Registrable Securities that can be sold by the JN Group in an Accelerated Participation for any Registered Sale will be reduced by the number of Registrable Securities sold pursuant to Rule 144 by the members of the JN Group, collectively, since the date of the most recent Registered Sale (or, in the case of Accelerated Participation for the first Registered Sale following the IPO, since the date of the IPO). For example, if in the first Registered Sale following the IPO the Accelerated Participation by the JN Group would be 4,000,000 Registrable Securities, but members of the JN Group have sold 500,000 Registrable Securities since the date of the IPO pursuant to Rule 144, the Accelerated Participation for the Registered Sale will be reduced to 3,500,000 Registrable Securities.

(c) For the avoidance of doubt, the increase in the JN Group's pro rata share as a result of Accelerated Participation will be at the expense of the Sponsor Stockholders' pro rata shares and will not affect the pro rata shares of the Senior Managers or the Management Stockholders (as applicable).

(d) The Coordination Committee will determine the size of the secondary offering, if any, to be consummated at the time of the IPO. Solely in the case of the IPO, members of the JN Group and the Sponsor Stockholders will be required to participate pro rata in any such secondary offering, based on the number of Registrable Securities then held by them, with the JN Group being required to sell at the Accelerated Participation level; provided, however, that the members of the JN Group may sell in any proportion they wish and nothing herein shall require any charitable donee who is a member of the JN Group to sell any shares in the IPO. To the extent Joseph Neubauer has a sufficient number of Registrable Securities, Joseph Neubauer will cover any shortfall in the overall allocation of the JN Group that is due to a member of the JN Group choosing not to participate with respect to all or any portion of its allocation.

(e) Joseph Neubauer and the other members of the JN Group are not required to exercise piggyback rights on any offerings subsequent to the IPO.

(f) For purposes of this Agreement, Joseph Neubauer shall be deemed to own all Shares or other securities of the Company that are held by any other member of the JN Group, including in respect of all matters applicable to "Eligible Stockholders" hereunder.

ARTICLE III
Miscellaneous

Section 3.01. Binding Effect; Assignability; Benefit .

(a) Neither the Company nor any Stockholder shall assign all or any part of this Agreement without the prior written consent of the other parties hereto (which consent shall be deemed to have been given on behalf of the Management Stockholders if consented to by the Management Representative); provided that, subject to Sections 3.01(c) and (d), any Person acquiring Registrable Securities from an Investor Stockholder pursuant to a Transfer that both (1) is of a type referred to in Section 2.01(a)(i), (ii), or (v) of the Stockholders Agreement and (2) would result in the transferee owning at least 1% of the outstanding Shares (each such Transferee, an "Eligible Assignee") shall have piggyback rights as if such Eligible Assignee were an Eligible Stockholder for purposes of Section 2.03 (but only so long as such Eligible Assignee meets the foregoing ownership requirement), provided that such Eligible Assignee agrees to be bound by this Agreement (including for purposes of Section 2.04) in all respects as a "Stockholder" hereunder. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns; provided, however, that this Agreement shall not inure to the benefit of or be binding on, or be assignable or transferable by any Stockholder to, any Person acquiring Company Securities in any Underwritten Public Offering or pursuant to Rule 144. Any Stockholder that ceases to beneficially own any Company Securities shall cease to be bound by the terms hereof (other than (i) the provisions of Sections 2.06, 2.07, 2.08, 2.09, 2.10 and 2.11 applicable to such Stockholder with respect to any offering of Registrable Securities completed before the date such Stockholder ceased to own any Company Securities and (ii) Article III).

(b) Except as expressly set forth in Section 2.06, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(c) Notwithstanding Section 3.01(a), in the event that Joseph Neubauer or his estate Transfers Registrable Securities constituting at least 3% of the outstanding equity of the Company on a Fully-Diluted Basis in a Transfer of a type referred to in Section 2.01(a)(v) of the Stockholders Agreement, the transferee shall obtain all rights and obligations of Joseph Neubauer under this Agreement; provided that such transferee agrees to be bound by this Agreement in all respects for such purpose by executing a counterpart signature page hereto; and provided, further, that any Demand Registration or Underwritten Shelf Takedown Request made by (1) a Neubauer Demanding Stockholder prior to or following such Transfer for which the requested sale of securities was completed shall count as having been made by such transferee and (2) such transferee following such Transfer for which the requested sale of securities was completed shall count as having been made by Joseph Neubauer or his estate, in each case for purposes of Sections 2.01(f) and 2.02(c) of this Agreement (it being understood that an

agreement between any such transferor and the transferee may provide for a different allocation among such Persons of the limit on Demand Registrations and Underwritten Shelf Takedowns under this Agreement, but not in excess of the limit set forth in Sections 2.01(f) and 2.02(c)).

(d) Notwithstanding any provision to the contrary contained in this Agreement, upon Joseph Neubauer's death, his estate shall obtain all rights and obligations of Joseph Neubauer hereunder, without duplication.

Section 3.02. Notices . All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or electronic mail:

To the Company, Intermediate HoldCo, or ARAMARK:	c/o ARAMARK Corporation 1101 Market Street Philadelphia, PA 19107 Tel: 215-238-3000 Fax: 215-413-8808 Attn: General Counsel
With a copy to:	Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, New York 10019 Tel: 212-403-1000 Fax: 212-403-2000 Attn: Mark Gordon, Esq. Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Tel: 212-455-2000 Fax: 212-455-2502 Attn: Joseph H. Kaufman, Esq.
To any member of the GSCP Investor Group:	GS Capital Partners V Fund, L.P. c/o The Goldman Sachs Group 85 Broad Street New York, New York 10004 Tel: 212-902-1000 Fax: 212-357-5505 Attn: Sanjeev Mehra
To any Member of the CCMP Investor Group:	CCMP Capital Investors II, L.P. 245 Park Avenue 16th Floor New York, New York 10167 Tel: 212-600-9600 Fax: 212-599-3481 Attn: Stephen Murray

To any Member of the WP Investor Group:	Warburg Pincus LLC 466 Lexington Avenue 10th Floor New York, New York 10017-3147 Tel: 212-878-0600 Fax: 212-599-5617 Attn: David Barr
To any Member of the THL Investor Group:	Thomas H. Lee Partners L.P. 100 Federal Street 35th Floor Boston, Massachusetts 02110 Tel: 617-227-1050 Fax: 617-227-3514 Attn: Todd M. Abbrecht
With a copy to, in the case of correspondence with any Investor Group:	Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, New York 10019 Tel: 212-403-1000 Fax: 212-403-2000 Attn: Mark Gordon, Esq.
To Joseph Neubauer:	Joseph Neubauer c/o ARAMARK Corporation 1101 Market Street Philadelphia, Pennsylvania 19107 Tel: 215-238-3337 Fax: 215-413-8808
With a copy to:	Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Tel: 212-558-4000 Fax: 212-558-3588 Attn: James C. Morphy, Esq. Brian E. Hamilton, Esq.

and if to any other Stockholder, at such Stockholder's address as set forth in the Register of Members maintained by the Company, with a copy to the Company, at the address above, Attn: General Counsel. Any Person that becomes a Stockholder shall promptly provide its address and fax number and email address to the Company.

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether courier or otherwise, made within two Business Days after the date of such facsimile transmissions.

Section 3.03. Waiver; Amendment; Termination .

(a) Any party hereto may on behalf of itself only, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by any other party with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such waiver but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or future failure.

(b) This Agreement may be amended, modified or supplemented only in writing by the Company, the Sponsor Stockholders (acting by Majority Sponsor Vote) and Joseph Neubauer.

(c) In addition, any amendment or modification of any provision of this Agreement that would adversely affect a Sponsor Stockholder in a manner that does not equally adversely affect all Sponsor Stockholders may be effected only with the consent of such Sponsor Stockholder. Any amendment or modification of this Agreement that would adversely affect (i) the Senior Managers shall require the approval of Senior Managers collectively holding at least 75% of the Shares held by the Senior Managers as of such time and (ii) the Management Stockholders shall require the approval of the Management Stockholders collectively holding at least 75% of the Shares held by the Management Stockholders as of such time.

Section 3.04. Governing Law . THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 3.05. Jurisdiction . The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process for any action, suit or proceeding brought against such party in any such court). The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any

action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 3.06. Waiver of Jury Trial . EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.07. Specific Enforcement . The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they may be entitled at law or in equity.

Section 3.08. Counterparts; Effectiveness . This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement. This Agreement shall become effective as to the Investor Stockholders when it has been executed by all of the Investor Stockholders and the Company, and shall become effective as to each Management Stockholder upon such Management Stockholder's execution of the Stockholders Agreement.

Section 3.09. Entire Agreement . This Agreement, the Fee Agreement and the Stockholders Agreement set forth the entire understanding and agreement of the parties hereto and supersede any and all other understandings, term sheets, negotiations or agreements between the parties hereto relating to the subject matter of this Agreement, the Fee Agreement and the Stockholders Agreement.

Section 3.10. Further Assurances . Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, to consummate and make effective the provisions of this Agreement.

Section 3.11. Sections, Exhibits . References to a section are, unless otherwise specified, to one of the sections of this Agreement and references to an "Exhibit" are, unless otherwise specified, to one of the exhibits attached to this Agreement.

Section 3.12. Captions . The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 3.13. Severability . In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any other provision of this Agreement, but this Agreement shall be construed in a manner which, as nearly as possible, reflects the original intent of the parties.

Section 3.14. Interpretation . Words used in the singular form in this Agreement shall be deemed to import the plural, and vice versa, as the sense may require. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 3.15. Withdrawal . Any Stockholder that Withdraws (as such term is defined in the Stockholders Agreement) from the Stockholders Agreement shall cease to be a party to this Agreement and cease being a Stockholder for purposes of this Agreement ("Withdraw"). Any Stockholder who Withdraws shall cease to have any rights or obligations under this Agreement, except such Stockholder (i) shall not thereby be relieved of its liability for breach of this Agreement prior to such Withdrawal; (ii) shall retain any rights with respect to a breach of this Agreement by any other Person prior to such Withdrawal; and (iii) shall retain the indemnification, contribution and reimbursement rights provided for in this Agreement with respect to any matter that occurred prior to such Withdrawal.

Section 3.16. Termination . This Agreement shall terminate and, except as provided herein, be of no further effect upon the termination of the Stockholders Agreement. No termination under this Agreement shall relieve any Person of liability for breach prior to termination. In the event that this Agreement is terminated, each Stockholder shall retain the indemnification, contribution and reimbursement rights provided for in this Agreement with respect to any matter that occurred prior to such termination.

ARTICLE IV
Definitions

Section 4.01. Definitions .

(a) The following terms, as used herein, have the following meanings:

(1) "Company Securities" means any Shares or Share Equivalents.

(2) "Eligible Stockholder" means each Investor Stockholder and each Senior Manager; provided, however, that each Management Stockholder shall be considered an "Eligible Stockholder" for purposes of (x) Section 2.03(b) and (y) Section 2.04(a) solely, in the case of this clause (y), in the event that any Eligible Stockholders are permitted by the Company to participate in an IPO.

(3) "NASD" means the United States National Association of Securities Dealers, Inc.

(4) "Neubauer Legacy Stockholder" means: (i) Joseph Neubauer in the event that he (A) becomes subject to a Disability, (B) is terminated by the Company as CEO without Cause during the Initial Period or (C) terminates his employment as CEO for Good Reason during the Initial Period and (ii) Joseph Neubauer's estate in the event of his death.

(5) "Post-IPO Period" means the period from and after the date on which the Company effects an IPO.

(6) "Pre-IPO Period" means the period beginning on the Original Agreement Date and ending on the date on which the Company effects an IPO.

(7) "Registering Stockholders" means the Eligible Stockholders that participate in any registration or sale of Registrable Securities pursuant to Section 2.01, 2.02 or 2.03, including any Requesting Stockholder and any Neubauer Demanding Stockholder.

(8) "Registrable Securities" means (x) any Shares, (y) any Shares owned or to be acquired upon conversion, exercise or exchange of Share Equivalents and (z) any Shares owned or to be acquired in connection with a recapitalization, merger, consolidation, exchange or other reorganization of the Company (or any successor entity), in each case now or hereafter owned by the Stockholders. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement with respect to the sale by the applicable Stockholder of such securities has become effective under the Securities Act and such securities have been disposed of in accordance with such registration statement, (ii) such securities are sold or distributed under circumstances in which all of the applicable conditions of Rule 144 are met, (iii) such securities have been otherwise Transferred, new certificates for such securities not bearing a legend restricting further transfer have been delivered by the Company and subsequent disposition of such securities does not require registration or qualification of such securities under the Securities Act or any state securities or "blue sky" law then in force, (iv) such securities are sold to a Person in a transaction in which rights under provisions of this Agreement are not assigned in accordance with this Agreement, or (v) such securities have ceased to be outstanding.

(9) "Registration Expenses" means any and all expenses incident to the performance of or compliance with any registration or marketing of securities, including all (i) registration and filing fees, and all other fees and expenses payable in connection with the listing of securities on any securities exchange or automated interdealer quotation system, (ii) fees and expenses of compliance with any securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the securities registered), (iii) expenses in connection with the preparation, printing, mailing and delivery of any registration statements, prospectuses and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) internal expenses of the Company (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vi) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses relating to any comfort letters or costs associated with the delivery by independent certified public accountants of any comfort letters requested pursuant to Section 2.05(i)), (vii) fees and expenses of any special experts retained by the Company in connection with such registration, (viii) reasonable fees and expenses of one counsel for all of the Stockholders participating in the offering selected by the Stockholder holding the largest number of the Registrable Securities to be

sold for the account of any Stockholders in the offering, (ix) fees and expenses in connection with any review by the NASD of any underwriting arrangements or other terms of the offering, and all reasonable fees and expenses of any "qualified independent underwriter," including the fees and expenses of any counsel thereto, (x) reasonable fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (xi) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xiii) reasonable expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities, and (xiv) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies. Except as set forth in clause (viii) above, Registration Expenses shall not include any out-of-pocket expenses of the Stockholders (or the agents who manage their accounts).

(10) "SEC" means the United States Securities and Exchange Commission.

(11) "Underwritten Block Trade" means an underwritten offering and sale of Shares of the Company on a block trade or firm commitment basis pursuant to a Shelf Registration without substantial marketing efforts prior to pricing.

(12) "Underwritten Public Offering" means (i) an underwritten public offering and sale of Shares of the Company to the public involving public marketing efforts and (ii) an Underwritten Block Trade.

(13) "WKSI" shall mean a well-known seasoned issuer as defined in Rule 405 promulgated under the Securities Act.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Accelerated Participation	2.14(a)
Agreement	Preamble
Aramark	Recitals
Committee	1.01(a)
Committee Members	1.01(a)
Committee Member Related Persons	2.06(c)
Company	Preamble

Term	Section
Damages	2.06(a)
Demand Registration	2.01(a)
Demand Maximum Offering Size	2.01(d)
Eligible Assignee	3.01(a)
Indemnified Party	2.08
Indemnifying Party	2.08
Inspectors	2.05(g)
Intermediate HoldCo	Recitals
Merger	Recitals
Neubauer Demanding Stockholder	2.01(a)
Original Agreement	Recitals
Original Agreement Date	Recitals
Piggyback Maximum Offering Size	2.03(c)
Piggyback Registration	2.03(a)
Primary Registration	2.03(a)
Records	2.05(g)
Registered Sales	2.14(a)
Requesting Stockholders	2.01(a)
Shelf Takedown Requesting Stockholder	2.02(b)
Shelf Takedown Maximum Offering Size	2.02(b)
Shelf Request	2.02(a)
Shelf Registration	2.02(a)
Stockholders	Preamble
Stockholder Related Persons	2.06(a)
Stockholders Agreement	Recitals
Underwriter Related Persons	2.06(b)
Underwritten Shelf Takedown	2.02(b)
Underwritten Shelf Takedown Request	2.02(b)
Withdraw	3.15

(c) Capitalized terms not defined herein shall have the meanings set forth in the Stockholders Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

/s/ Joseph Neubauer

Joseph Neubauer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ARAMARK HOLDINGS CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ARAMARK INTERMEDIATE HOLDCO CORPORATION

By: /s/ L. Frederick Sutherland
Name: L. Frederick Sutherland
Title: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GS CAPITAL PARTNERS V FUND, L.P.

By: GSCP V Advisors, L.L.C., its General Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V OFFSHORE FUND, L.P.

By: GSCP V Offshore Advisors, L.L.C., its General Parts

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V GMBH & CO. KG

By: GS Advisors V, L.L.C., its Managing Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

GS CAPITAL PARTNERS V INSTITUTIONAL, L.P.

By: GS Advisors V, L.L.C. Limited Partner

By: /s/ Sanjeev Mehra
Name: Sanjeev Mehra
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

J.P. MORGAN PARTNERS (BHCA), L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS, L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS A, L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact
By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN), L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact
By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS (CAYMAN) II, L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN), L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

J.P. MORGAN PARTNERS GLOBAL INVESTORS (SELLDOWN) II, L.P.

By: CCMP Capital Advisors, LLC
As Attorney in Fact

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

CCMP CAPITAL INVESTORS II, L.P.

By: CCMP Capital Associates, L.P., its General Partner

By: CCMP Capital Associates GP, LLC, its general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

CCMP CAPITAL INVESTORS (CAYMAN) II, L.P.

By: CCMP Capital Associates, L.P., its General Partner

By: CCMP Capital Associates GP, LLC, its general partner

By: /s/ Stephen Murray
Name: Stephen Murray
Title: President & CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THOMAS H. LEE EQUITY FUND VI, L.P.

By: THL Equity Advisors VI, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

THOMAS H. LEE PARALLEL FUND VI, L.P.

By: THL Equity Advisors VI, LLC, its general partner

By: Thomas H. Lee Partners, L.P., its sole member

By: Thomas H. Lee Advisors, LLC, its general partner

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

THOMAS H. LEE PARALLEL (DT) FUND VI, L.P.

By: THL Equity Advisors VI, LLC, its general partner

By: Thomas H. Lee Partners, L.P., its sole member

By: Thomas H. Lee Advisors, LLC, its general partner

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

THL COINVESTMENT PARTNERS, L.P.

By: Thomas H. Lee Partners, L.P., its general partner
By: Thomas H. Lee Advisors, LLC, its general partner

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

THE FUND VI BRIDGE CORP.

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

PUTNAM INVESTMENTS HOLDINGS, LLC

By: Putnam Investments, LLC, its Managing Member
By: Thomas H. Lee Advisors, LLC, attorney-in-fact

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

PUTNAM INVESTMENTS EMPLOYEES' SECURITIES COMPANY III, LLC

By: Putnam Investments Holdings, LLC, its Managing Member
By: Putnam Investments, LLC, its Managing Member
By: Thomas H. Lee Advisors, LLC, attorney-in-fact

By: /s/ Todd M. Abbrecht
Name: Todd M. Abbrecht
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

WARBURG PINCUS PRIVATE EQUITY IX, L.P.

By: Warburg Pincus IX LLC, its General Partner
By: Warburg Pincus Partners LLC, its Sole Member
By: Warburg Pincus & Co., its Managing Member

By: /s/ David A. Barr
Name: David A. Barr
Title: Partner