

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q  
QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended April 2, 2021 Commission File Number: 001-36223



**Aramark**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**2400 Market Street**

**Philadelphia, Pennsylvania**

(Address of principal executive offices)

**20-8236097**

(I.R.S. Employer  
Identification Number)

**19103**

(Zip Code)

**(215) 238-3000**

(Registrant's telephone number, including area code)

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

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

Large Accelerated Filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of April 30, 2021, the number of shares of the registrant's common stock outstanding is 254,941,590.

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### **Special Note About Forward-Looking Statements**

This report contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements reflect our current expectations as to future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. These statements include, but are not limited to, statements related to our expectations regarding the impact of the ongoing COVID-19 pandemic, the performance of our business, our financial results, our operations, our liquidity and capital resources, the conditions in our industry and our growth strategy. In some cases forward-looking statements can be identified by words such as "outlook," "aim," "anticipate," "are or remain or continue to be confident," "have confidence," "estimate," "expect," "will be," "will continue," "will likely result," "project," "intend," "plan," "believe," "see," "look to" and other words and terms of similar meaning or the negative versions of such words. These forward-looking statements are subject to risks and uncertainties that may change at any time, actual results or outcomes may differ materially from those that we expected.

Some of the factors that we believe could affect or continue to affect our results include without limitation: the severity and duration of the COVID-19 pandemic; the pandemic's impact on the U.S. and global economies, including particularly the client sectors we serve and governmental responses to the pandemic; the manner and timing of benefits we expect to receive under the CARES Act or other government programs; unfavorable economic conditions; natural disasters, global calamities, new pandemics, sports strikes and other adverse incidents; the failure to retain current clients, renew existing client contracts and obtain new client contracts; a determination by clients to reduce their outsourcing or use of preferred vendors; competition in our industries; increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our food and support services contracts; currency risks and other risks associated with international operations, including Foreign Corrupt Practices Act, U.K. Bribery Act and other anti-corruption law compliance; risks associated with suppliers from whom our products are sourced; disruptions to our relationship with our distribution partners; the contract intensive nature of our business, which may lead to client disputes; our expansion strategy and our ability to successfully integrate the businesses we acquire and costs and timing related thereto; continued or further unionization of our workforce; liability resulting from our participation in multiemployer defined benefit pension plans; the inability to hire and retain key or sufficient qualified personnel or increases in labor costs; laws and governmental regulations including those relating to food and beverages, the environment, wage and hour and government contracting; liability associated with noncompliance with applicable law or other governmental regulations; new interpretations of or changes in the enforcement of the government regulatory framework; the failure to maintain food safety throughout our supply chain, food-borne illness concerns and claims of illness or injury; a cybersecurity incident or other disruptions in the availability of our computer systems or privacy breaches; our leverage; the inability to generate sufficient cash to service all of our indebtedness; debt agreements that limit our flexibility in operating our business; and other factors set forth under the headings "Part I—Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations" herein and headings Item 1A "Risk Factors," Item 3 "Legal Proceedings" and Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other sections of our Annual Report on Form 10-K, filed with the SEC on November 24, 2020 as such factors may be updated from time to time in our other periodic filings with the SEC, which are accessible on the SEC's website at [www.sec.gov](http://www.sec.gov) and which may be obtained by contacting Aramark's investor relations department via its website at [www.aramark.com](http://www.aramark.com). These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included herein and in our other filings with the SEC. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us. Forward-looking statements speak only as of the date made. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in our expectations, or otherwise, except as required by law.

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**PART I**

**Item 1. Financial Statements**

**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

(Unaudited)

(in thousands, except share amounts)

	April 2, 2021	October 2, 2020
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 1,400,011	\$ 2,509,188
Receivables (less allowances: 2021 - \$78,362; 2020 - \$74,925)	1,466,148	1,431,206
Inventories	424,473	436,473
Prepayments and other current assets	215,882	298,944
Total current assets	<u>3,506,514</u>	<u>4,675,811</u>
Property and Equipment, net	1,999,946	2,050,908
Goodwill	5,365,567	5,343,828
Other Intangible Assets	1,908,481	1,932,637
Operating Lease Right-of-use Assets	552,353	551,394
Other Assets	1,154,821	1,158,106
	<u>\$ 14,487,682</u>	<u>\$ 15,712,684</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Current maturities of long-term borrowings	\$ 80,804	\$ 99,915
Current operating lease liabilities	78,398	71,810
Accounts payable	684,913	663,455
Accrued expenses and other current liabilities	1,553,055	1,512,278
Total current liabilities	<u>2,397,170</u>	<u>2,347,458</u>
Long-Term Borrowings	8,105,633	9,178,508
Noncurrent Operating Lease Liabilities	320,772	341,667
Deferred Income Taxes and Other Noncurrent Liabilities	1,030,806	1,099,075
Commitments and Contingencies (see Note 11)		
Redeemable Noncontrolling Interest	9,764	9,988
Stockholders' Equity:		
Common stock, par value \$0.01 (authorized: 600,000,000 shares; issued: 2021—292,943,738 shares and 2020—290,663,529 shares; and outstanding: 2021—254,928,383 shares and 2020—253,042,169 shares)	2,929	2,907
Capital surplus	3,481,729	3,416,132
Retained earnings	315,705	532,379
Accumulated other comprehensive loss	(255,081)	(307,258)
Treasury stock (shares held in treasury: 2021—38,015,355 shares and 2020—37,621,360 shares)	(921,745)	(908,172)
Total stockholders' equity	<u>2,623,537</u>	<u>2,735,988</u>
	<u>\$ 14,487,682</u>	<u>\$ 15,712,684</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF LOSS**  
(Unaudited)  
(in thousands, except per share data)

	Three Months Ended	
	April 2, 2021	March 27, 2020
Revenue	\$ 2,819,692	\$ 3,731,559
Costs and Expenses:		
Cost of services provided (exclusive of depreciation and amortization)	2,592,243	3,407,589
Depreciation and amortization	137,319	147,975
Selling and general corporate expenses	84,784	75,071
Goodwill impairment	—	198,600
	<u>2,814,346</u>	<u>3,829,235</u>
Operating income (loss)	5,346	(97,676)
Interest and Other Financing Costs, net	96,278	99,822
Loss Before Income Taxes	(90,932)	(197,498)
(Benefit) Provision for Income Taxes	(13,269)	4,523
Net loss	(77,663)	(202,021)
Less: Net (loss) income attributable to noncontrolling interest	(87)	239
Net loss attributable to Aramark stockholders	<u>\$ (77,576)</u>	<u>\$ (202,260)</u>
Loss per share attributable to Aramark stockholders:		
Basic	\$ (0.30)	\$ (0.80)
Diluted	\$ (0.30)	\$ (0.80)
Weighted Average Shares Outstanding:		
Basic	254,508	252,354
Diluted	254,508	252,354
	Six Months Ended	
	April 2, 2021	March 27, 2020
Revenue	\$ 5,563,481	\$ 7,985,156
Costs and Expenses:		
Cost of services provided (exclusive of depreciation and amortization)	5,127,870	7,175,702
Depreciation and amortization	275,893	295,911
Selling and general corporate expenses	174,839	158,326
Goodwill impairment	—	198,600
	<u>5,578,602</u>	<u>7,828,539</u>
Operating (loss) income	(15,121)	156,617
Interest and Other Financing Costs, net	196,687	179,407
Loss Before Income Taxes	(211,808)	(22,790)
(Benefit) Provision for Income Taxes	(52,765)	33,348
Net loss	(159,043)	(56,138)
Less: Net (loss) income attributable to noncontrolling interest	(224)	361
Net loss attributable to Aramark stockholders	<u>\$ (158,819)</u>	<u>\$ (56,499)</u>
Loss per share attributable to Aramark stockholders:		
Basic	\$ (0.63)	\$ (0.23)
Diluted	\$ (0.63)	\$ (0.23)
Weighted Average Shares Outstanding:		
Basic	254,088	250,543
Diluted	254,088	250,543

The accompanying notes are an integral part of these condensed consolidated financial statements.

**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
(Unaudited)  
(in thousands)

	<b>Three Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
Net loss	\$ (77,663)	\$ (202,021)
Other comprehensive income (loss), net of tax		
Pension plan adjustments	—	(286)
Foreign currency translation adjustments	(735)	(41,893)
Fair value of cash flow hedges	18,058	(65,921)
Share of equity investee's comprehensive income (loss)	748	(145)
Other comprehensive income (loss), net of tax	18,071	(108,245)
Comprehensive loss	(59,592)	(310,266)
Less: Net (loss) income attributable to noncontrolling interest	(87)	239
Comprehensive loss attributable to Aramark stockholders	<u>\$ (59,505)</u>	<u>\$ (310,505)</u>
	<b>Six Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
Net loss	\$ (159,043)	\$ (56,138)
Other comprehensive income (loss), net of tax		
Pension plan adjustments	(975)	(571)
Foreign currency translation adjustments	25,447	(27,308)
Fair value of cash flow hedges	27,177	(59,168)
Share of equity investee's comprehensive income	528	2
Other comprehensive income (loss), net of tax	52,177	(87,045)
Comprehensive loss	(106,866)	(143,183)
Less: Net (loss) income attributable to noncontrolling interest	(224)	361
Comprehensive loss attributable to Aramark stockholders	<u>\$ (106,642)</u>	<u>\$ (143,544)</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)  
(in thousands)

	<b>Six Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (159,043)	\$ (56,138)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities		
Depreciation and amortization	275,893	295,911
Goodwill impairment	—	198,600
Deferred income taxes	(31,146)	17,405
Share-based compensation expense	34,888	4,259
Changes in operating assets and liabilities:		
Accounts Receivable	(6,728)	(73,677)
Inventories	17,414	5,166
Prepayments and Other Current Assets	86,275	(6,951)
Accounts Payable	7,819	(218,211)
Accrued Expenses	7,712	(304,053)
Payments made to clients on contracts	(28,854)	(26,355)
Other operating activities	17,631	72,418
Net cash provided by (used in) operating activities	221,861	(91,626)
<b>Cash flows from investing activities:</b>		
Purchases of property and equipment and other	(148,318)	(213,569)
Disposals of property and equipment	5,567	8,238
Acquisition of certain businesses, net of cash acquired	(37,923)	(14,922)
Proceeds from governmental agencies related to property and equipment	10,000	23,550
Other investing activities	(5,036)	115
Net cash used in investing activities	(175,710)	(196,588)
<b>Cash flows from financing activities:</b>		
Proceeds from long-term borrowings	65,343	1,822,955
Payments of long-term borrowings	(871,748)	(935,258)
Net change in funding under the Receivables Facility	(315,600)	400,000
Payments of dividends	(55,875)	(55,257)
Proceeds from issuance of common stock	27,277	85,048
Repurchase of common stock	—	(6,540)
Other financing activities	(13,028)	(65,658)
Net cash (used in) provided by financing activities	(1,163,631)	1,245,290
Effect of foreign exchange rates on cash and cash equivalents	8,303	(755)
(Decrease) increase in cash and cash equivalents	(1,109,177)	956,321
Cash and cash equivalents, beginning of period	2,509,188	246,643
Cash and cash equivalents, end of period	\$ 1,400,011	\$ 1,202,964

	<b>Six Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
<b>(dollars in millions)</b>		
Interest paid	\$ 186.3	\$ 179.3
Income taxes (refunded) paid	(109.9)	36.1

The accompanying notes are an integral part of these condensed consolidated financial statements.

**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(Unaudited)  
(in thousands)

	<u>Total Stockholders' Equity</u>	<u>Common Stock</u>	<u>Capital Surplus</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss</u>	<u>Treasury Stock</u>
Balance, October 2, 2020	\$ 2,735,988	\$ 2,907	\$ 3,416,132	\$ 532,379	\$ (307,258)	\$ (908,172)
Net loss attributable to Aramark stockholders	(81,243)			(81,243)		
Other comprehensive income	34,106				34,106	
Capital contributions from issuance of common stock	10,487	12	10,475			
Share-based compensation expense	18,312		18,312			
Repurchases of common stock	(10,621)					(10,621)
Payments of dividends	(29,890)			(29,890)		
Balance, January 1, 2021	\$ 2,677,139	\$ 2,919	\$ 3,444,919	\$ 421,246	\$ (273,152)	\$ (918,793)
Net loss attributable to Aramark stockholders	(77,576)			(77,576)		
Other comprehensive income	18,071				18,071	
Capital contributions from issuance of common stock	20,244	10	20,234			
Share-based compensation expense	16,576		16,576			
Repurchase of common stock	(2,952)					(2,952)
Payments of dividends	(27,965)			(27,965)		
Balance, April 2, 2021	\$ 2,623,537	\$ 2,929	\$ 3,481,729	\$ 315,705	\$ (255,081)	\$ (921,745)

The accompanying notes are an integral part of these condensed consolidated financial statements.



**ARAMARK AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(Unaudited)  
(in thousands)

	<u>Total Stockholders' Equity</u>	<u>Common Stock</u>	<u>Capital Surplus</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Loss</u>	<u>Treasury Stock</u>
Balance, September 27, 2019	\$ 3,320,047	\$ 2,829	\$ 3,236,450	\$ 1,107,029	\$ (216,965)	\$ (809,296)
Net income attributable to Aramark stockholders	145,761			145,761		
Other comprehensive income	21,200				21,200	
Capital contributions from issuance of common stock	60,623	42	60,581			
Share-based compensation expense	14,116		14,116			
Repurchases of common stock	(80,459)					(80,459)
Payments of dividends	(29,712)			(29,712)		
Balance, December 27, 2019	\$ 3,451,576	\$ 2,871	\$ 3,311,147	\$ 1,223,078	\$ (195,765)	\$ (889,755)
Net loss attributable to Aramark stockholders	(202,260)			(202,260)		
Other comprehensive loss	(108,245)				(108,245)	
Capital contributions from issuance of common stock	68,908	31	68,877			
Capital contribution from stockholder	14,814		14,814			
Share-based compensation expense reversal	(9,857)		(9,857)			
Repurchase of common stock	(17,719)					(17,719)
Payments of dividends	(27,772)			(27,772)		
Balance, March 27, 2020	\$ 3,169,445	\$ 2,902	\$ 3,384,981	\$ 993,046	\$ (304,010)	\$ (907,474)

The accompanying notes are an integral part of these condensed consolidated financial statements.

## ARAMARK AND SUBSIDIARIES

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

**NOTE 1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

Aramark (the "Company") is a leading global provider of food, facilities and uniform services to education, healthcare, business & industry and sports, leisure & corrections clients. The Company's core market is the United States, which is supplemented by an additional 18-country footprint. The Company operates its business in three reportable segments that share many of the same operating characteristics: Food and Support Services United States ("FSS United States"), Food and Support Services International ("FSS International") and Uniform and Career Apparel ("Uniform").

The condensed consolidated financial statements included herein have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") and should be read in conjunction with the audited consolidated financial statements, and the notes to those statements, included in the Company's Form 10-K filed with the SEC on November 24, 2020. The Condensed Consolidated Balance Sheet as of October 2, 2020 was derived from audited financial statements which have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). Certain information and footnote disclosures normally included in the consolidated financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures made are adequate to make the information not misleading. In the opinion of the Company, the statements include all adjustments, which are of a normal, recurring nature, required for a fair presentation for the periods presented. The results of operations for interim periods are not necessarily indicative of the results for a full year, due to the seasonality of some of the Company's business activities, the impact of the COVID-19 pandemic ("COVID-19") and the possibility of changes in general economic conditions.

The condensed consolidated financial statements include the accounts of the Company and all of its subsidiaries in which a controlling financial interest is maintained. All intercompany transactions and accounts have been eliminated.

**New Accounting Standards Updates***Adopted Standards*

In December 2019, the Financial Accounting Standards Board ("FASB") issued an accounting standards update ("ASU") which simplifies the accounting for income taxes and clarifies and amends existing income tax guidance. Impacted areas include intraperiod tax allocations, interim period taxes, deferred tax liabilities with outside basis differences, franchise taxes and transactions which result in the "step-up" of goodwill. The Company early adopted this guidance in the first quarter of fiscal 2021. The adoption of this guidance did not have a material impact on the condensed consolidated financial statements.

In November 2019, the FASB issued an ASU which provides clarification and improvements to existing guidance related to the credit losses on financial instruments standard. The guidance was effective for the Company in the first quarter of fiscal 2021. The adoption of this guidance did not have a material impact on the condensed consolidated financial statements.

In May 2019, the FASB issued an ASU which provides the option to irrevocably elect to apply the fair value measurement option on an instrument-by-instrument basis for certain financial instruments within the scope of the credit losses on financial instruments standard. The guidance was effective for the Company in the first quarter of fiscal 2021. The adoption of this guidance did not have a material impact on the condensed consolidated financial statements.

In April 2019, the FASB issued an ASU which provides clarification, error corrections and improvements to existing guidance related to the credit losses on financial instruments ASU issued in June 2016, the derivatives and hedging ASU issued in August 2017 and the financial instruments ASU issued in January 2016. The Company adopted the guidance related to the financial instruments ASU and the derivatives and hedging ASU in prior fiscal years, which did not have a material impact on the condensed consolidated financial statements. The guidance related to the credit losses on financial instruments ASU was effective for the Company in the first quarter of fiscal 2021, which did not have a material impact on the condensed consolidated financial statements.

In August 2018, the FASB issued an ASU which adds, modifies and removes several disclosure requirements related to fair value measurements. The guidance was effective for the Company in the first quarter of fiscal 2021, which did not have a material impact on the condensed consolidated financial statements.

In June 2016, the FASB issued an ASU to require entities to account for expected credit losses on financial instruments including trade receivables. The expected credit loss model replaced the incurred credit loss model, that generally required a loss to be incurred before it was recognized. The forward-looking credit loss model requires the Company to consider historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount in estimating credit losses. The amended guidance requires financial assets that are measured at amortized cost be presented at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of financial assets. The Company adopted this guidance on October 3, 2020 (the first date of fiscal 2021) using a

**ARAMARK AND SUBSIDIARIES**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

modified retrospective approach. This approach allows the new standard to be applied retrospectively through a cumulative-effect adjustment to retained earnings recognized upon adoption. The adoption of this guidance did not have a material impact on the condensed consolidated financial statements.

*Standards Not Yet Adopted (from most to least recent date of issuance)*

In January 2021, the FASB issued an ASU which clarifies certain optional expedients and exceptions for contract modifications and hedge accounting that may apply to derivatives that are affected by the discontinuance of LIBOR and the reference rate reform standard. The Company may adopt this guidance through December 2022 if the remaining amendment to the reference rate reform standard is adopted. The Company is currently evaluating the impact of this standard.

In March 2020, the FASB issued an ASU which provides optional expedients that may be adopted and applied through December 2022 to assist with the discontinuance of LIBOR. The expedients allow companies to ease the potential accounting burden when modifying contracts and hedging relationships that use LIBOR as a reference rate, if certain criteria are met. During the second quarter of fiscal 2020, the Company adopted the optional expedient to assert probability of forecasted hedged transactions occurring on its interest rate swap derivative contracts regardless of any expected contract modifications related to reference reform. Other optional expedients related to hedging relationships may be contemplated in the future resulting from reference rate reform. The Company reviewed its portfolio of debt agreements, lease agreements and other contracts and determined that only its debt agreements will be impacted by this standard, as the lease agreements and other contracts do not use LIBOR as a reference rate. The Company is currently evaluating the impact of the remaining amendment of this standard.

In January 2020, the FASB issued an ASU which provides clarification and improvements to existing guidance related to accounting for certain equity securities upon the application or discontinuation of equity method accounting and the measurement of forward contracts and purchased options on certain securities. The guidance is effective for the Company in the first quarter of fiscal 2022 and early adoption is permitted. The Company is currently evaluating the impact of this standard.

In August 2018, the FASB issued an ASU which adds, modifies and removes several disclosure requirements related to defined benefit pension plans. The guidance is effective for the Company in the first quarter of fiscal 2022 and early adoption is permitted. The Company is currently evaluating the impact of this standard.

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**Comprehensive (Loss) Income**

Comprehensive (loss) income includes all changes to stockholders' equity during a period, except those resulting from investments by and distributions to stockholders. Components of comprehensive (loss) income include net (loss) income, changes in foreign currency translation adjustments (net of tax), pension plan adjustments (net of tax), changes in the fair value of cash flow hedges (net of tax) and changes to the share of any equity investees' comprehensive income (loss) (net of tax).

The summary of the components of comprehensive (loss) income is as follows (in thousands):

	Three Months Ended					
	April 2, 2021			March 27, 2020		
	Pre-Tax Amount	Tax Effect	After-Tax Amount	Pre-Tax Amount	Tax Effect	After-Tax Amount
Net loss			\$ (77,663)			\$ (202,021)
Pension plan adjustments	—	—	—	(286)	—	(286)
Foreign currency translation adjustments	(3,486)	2,751	(735)	(41,579)	(314)	(41,893)
Fair value of cash flow hedges	24,403	(6,345)	18,058	(89,083)	23,162	(65,921)
Share of equity investee's comprehensive income (loss)	748	—	748	(145)	—	(145)
Other comprehensive income (loss)	21,665	(3,594)	18,071	(131,093)	22,848	(108,245)
Comprehensive loss			(59,592)			(310,266)
Less: Net (loss) income attributable to noncontrolling interest			(87)			239
Comprehensive loss attributable to Aramark stockholders			<u>\$ (59,505)</u>			<u>\$ (310,505)</u>

	Six Months Ended					
	April 2, 2021			March 27, 2020		
	Pre-Tax Amount	Tax Effect	After-Tax Amount	Pre-Tax Amount	Tax Effect	After-Tax Amount
Net loss			\$ (159,043)			\$ (56,138)
Pension plan adjustments	(975)	—	(975)	(571)	—	(571)
Foreign currency translation adjustments	24,198	1,249	25,447	(27,225)	(83)	(27,308)
Fair value of cash flow hedges	36,726	(9,549)	27,177	(79,957)	20,789	(59,168)
Share of equity investee's comprehensive income	528	—	528	2	—	2
Other comprehensive income (loss)	60,477	(8,300)	52,177	(107,751)	20,706	(87,045)
Comprehensive loss			(106,866)			(143,183)
Less: Net (loss) income attributable to noncontrolling interest			(224)			361
Comprehensive loss attributable to Aramark stockholders			<u>\$ (106,642)</u>			<u>\$ (143,544)</u>

Accumulated other comprehensive loss consists of the following (in thousands):

	April 2, 2021	October 2, 2020
Pension plan adjustments	\$ (73,866)	\$ (72,891)
Foreign currency translation adjustments	(110,490)	(135,937)
Cash flow hedges	(60,421)	(87,598)
Share of equity investee's accumulated other comprehensive loss	(10,304)	(10,832)
	<u>\$ (255,081)</u>	<u>\$ (307,258)</u>

**Currency Translation**

Beginning in fiscal 2018, Argentina was determined to have a highly inflationary economy. As a result, the Company remeasures the financial statements of Argentina's operations in accordance with the accounting guidance for highly inflationary economies. The impact of foreign currency transaction losses for Argentina during the three and six month periods of both fiscal 2021 and 2020 were immaterial to the condensed consolidated financial statements.

**ARAMARK AND SUBSIDIARIES****NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)****Current Assets**

The Company insures portions of its general liability, automobile liability and workers' compensation risks through a wholly owned captive insurance subsidiary (the "Captive"), to enhance its risk financing strategies. The Captive is subject to regulations within its domicile of Bermuda, including regulations established by the Bermuda Monetary Authority (the "BMA") relating to levels of liquidity and solvency as such concepts are defined by the BMA. The Captive was in compliance with these regulations as of April 2, 2021. These regulations may have the effect of limiting the Company's ability to access certain cash and cash equivalents held by the Captive for uses other than for the payment of its general liability, automobile liability and workers' compensation claims and related Captive costs. As of April 2, 2021 and October 2, 2020, cash and cash equivalents at the Captive were \$142.1 million and \$92.1 million, respectively.

**Other Assets**

Other assets consist primarily of costs to obtain or fulfill contracts, including rental merchandise in-service, long-term receivables, investments in 50% or less owned entities, computer software costs and employee sales commissions. For investments in 50% or less owned entities, other than those accounted for under the equity method of accounting, the Company measures these investments at cost, less any impairment and adjusted for changes in fair value resulting from observable price changes for an identical or a similar investment of the same issuer due to the lack of readily available fair values related to those investments. The carrying amount of equity investments without readily determinable fair values as of both April 2, 2021 and October 2, 2020 was \$42.5 million.

**Other Current and Noncurrent Liabilities**

The Company is self-insured for certain obligations related to its employee health care benefit programs as well as for certain risks retained under its general liability, automobile liability and workers' compensation liability programs. Reserves are estimated through actuarial methods, with the assistance of third-party actuaries using loss development assumptions based on the Company's claims history.

**Impact of COVID-19**

COVID-19 has adversely affected global economies, financial markets and the overall environment for the Company and the extent to which it may impact future results of operations and overall financial performance continues to remain uncertain. The decline in operations from COVID-19 caused a deterioration in the Company's revenue, operating income (loss) and net loss for the three and six months ended April 2, 2021 and March 27, 2020. The impact of the deterioration was more significant during the three and six month periods of fiscal 2021 than the three and six month periods of fiscal 2020 due to the pandemic not materially affecting operations until late in the second quarter of fiscal 2020. The allowance for credit losses increased to \$78.4 million as of April 2, 2021 compared to \$74.9 million as of October 2, 2020, which includes the Company's current estimates that reflect the continued economic uncertainty resulting from COVID-19. Certain businesses, mainly those related to the Company's Sports, Leisure & Corrections, Education and Business & Industry sectors, continue to be significantly impacted by COVID-19. However, some operations have started to recover as vaccines are distributed and lockdowns are lifted. In response, the Company continues to apply effective cost discipline to mitigate the negative impact of COVID-19 as well as take advantage of relief provisions, including the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), the Consolidated Appropriations Act of 2021 ("CAA") and other U.S. and foreign governmental programs (see below and Note 7).

The ongoing impact of COVID-19 on the Company's longer-term operational and financial performance will depend on future developments, which continue to be highly uncertain and cannot be predicted.

The CARES Act provides an employee retention credit ("CARES Employee Retention credit"), which is a refundable tax credit against certain employment taxes of up to \$5,000 per employee for eligible employers. The tax credit is equal to 50% of qualified wages paid to employees during a quarter, capped at \$10,000 of qualified wages per employee per year through December 31, 2020. Additional relief provisions were passed by the U.S. government, which extend and slightly expand the qualified wage caps on these credits through December 31, 2021. Based on these additional provisions, the tax credit is now equal to 70% of qualified wages paid to employees during a quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per quarter. The Company qualifies for the tax credit under the CARES Act and expects to continue to receive additional tax credits under the additional relief provisions for qualified wages through December 31, 2021. During the three and six months ended April 2, 2021, the Company recorded \$2.0 million and \$3.1 million related to the CARES Employee Retention credit in "Cost of services provided (exclusive of depreciation and amortization)" on the Company's Condensed Consolidated Statements of Loss.

The CARES Act also provides for deferred payment of the employer portion of social security taxes through the end of calendar 2020, with 50% of the deferred amount due December 31, 2021 and the remaining 50% due December 31, 2022. Approximately \$128.5 million of social security taxes remain deferred, of which 50% are recorded as liabilities within

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

"Accrued expenses and other current liabilities" and 50% are recorded as liabilities within "Deferred Income Taxes and Other Noncurrent Liabilities," on the Company's Condensed Consolidated Balance Sheets as of April 2, 2021.

Within the FSS International and Uniform segments, many foreign jurisdictions in which the Company operates are also providing companies various forms of relief from COVID-19, including labor related tax credits. These labor related tax credits generally allow companies to receive credits if they retain employees on their payroll, rather than furloughing or terminating employees as a result of the business disruption caused by COVID-19. The Company qualifies for these tax credits and expects to continue to receive additional tax credits for qualified wages in foreign jurisdictions further into fiscal 2021. The Company recorded approximately \$39.5 million and \$74.0 million of labor related tax credits during the three and six months ended April 2, 2021, respectively, within "Cost of services provided (exclusive of depreciation and amortization)" on the Condensed Consolidated Statements of Loss, of which approximately \$4.5 million and \$9.2 million were recorded in the Uniform segment and the remaining balances were recorded in the FSS International segment.

The Company accounts for these labor related tax credits as a reduction to the expense that they are intended to compensate in the period in which the corresponding expense is incurred and there is reasonable assurance the Company will both receive the tax credits and comply with all conditions attached to the tax credits.

**NOTE 2. SEVERANCE:**

Beginning in the third quarter of fiscal 2020, the Company made changes to its organization as a result of COVID-19 to align its cost base to better support its clients' needs as the Company navigates the current environment and focuses on its long-term strategy. These actions included headcount reductions, which resulted in severance charges primarily recognized during the third and fourth quarters of fiscal 2020. The Company reversed approximately \$5.4 million of unpaid obligations related to severance during both the three and six month periods ended April 2, 2021, which were recorded in both "Costs of services provided (exclusive of depreciation and amortization)" and "Selling and general corporate expenses" in the Condensed Consolidated Statements of Loss. As of April 2, 2021 and October 2, 2020, the Company had an accrual of approximately \$63.0 million and \$118.5 million, respectively, related to unpaid severance obligations. The majority of the charges are expected to be paid out within the next year.

**NOTE 3. GOODWILL AND OTHER INTANGIBLE ASSETS:**

Goodwill represents the excess of the fair value of consideration paid for an acquired entity over the fair value of assets acquired and liabilities assumed in a business combination. Goodwill is not amortized and is subject to an impairment test that the Company conducts annually or more frequently if a change in circumstances or the occurrence of events indicates that potential impairment exists, using discounted cash flows.

Changes in total goodwill during the six months ended April 2, 2021 are as follows (in thousands):

<u>Segment</u>	<u>October 2, 2020</u>	<u>Acquisitions</u>	<u>Translation</u>	<u>April 2, 2021</u>
FSS United States	\$ 3,953,332	\$ 6,920	\$ 65	\$ 3,960,317
FSS International	426,118	—	14,181	440,299
Uniforms	964,378	27	546	964,951
	<u>\$ 5,343,828</u>	<u>\$ 6,947</u>	<u>\$ 14,792</u>	<u>\$ 5,365,567</u>

During the second quarter of fiscal 2020, the Company recognized a \$198.6 million impairment charge related to one reporting unit in its FSS International segment.

Other intangible assets consist of the following (in thousands):

	<u>April 2, 2021</u>			<u>October 2, 2020</u>		
	<u>Gross Amount</u>	<u>Accumulated Amortization</u>	<u>Net Amount</u>	<u>Gross Amount</u>	<u>Accumulated Amortization</u>	<u>Net Amount</u>
Customer relationship assets	\$ 1,970,874	\$ (1,115,565)	\$ 855,309	\$ 2,195,700	\$ (1,308,002)	\$ 887,698
Trade names	1,056,366	(3,194)	1,053,172	1,052,744	(7,805)	1,044,939
	<u>\$ 3,027,240</u>	<u>\$ (1,118,759)</u>	<u>\$ 1,908,481</u>	<u>\$ 3,248,444</u>	<u>\$ (1,315,807)</u>	<u>\$ 1,932,637</u>

Amortization of intangible assets for the six months ended April 2, 2021 and March 27, 2020 was approximately \$57.6 million and \$58.2 million, respectively.

## ARAMARK AND SUBSIDIARIES

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

**NOTE 4. BORROWINGS:**

Long-term borrowings, net, are summarized in the following table (in thousands):

	April 2, 2021	October 2, 2020
Senior secured revolving credit facility, due October 2023	\$ 110,827	\$ 849,895
Senior secured term loan facility, due October 2023	457,463	485,346
Senior secured term loan facility, due March 2024	830,530	830,133
Senior secured term loan facility, due March 2025	1,659,783	1,659,194
Senior secured term loan facility, due January 2027	884,553	888,540
5.000% senior notes, due April 2025	594,041	593,381
3.125% senior notes, due April 2025 <sup>(1)</sup>	379,625	377,960
6.375% senior notes, due May 2025	1,481,301	1,479,341
4.750% senior notes, due June 2026	495,779	495,426
5.000% senior notes, due February 2028	1,139,495	1,138,864
Receivables Facility, due June 2022	—	315,600
Finance leases	137,285	142,588
Other	15,755	22,155
	8,186,437	9,278,423
Less—current portion	(80,804)	(99,915)
	<u>\$ 8,105,633</u>	<u>\$ 9,178,508</u>

(1) This is a Euro denominated borrowing.

As of April 2, 2021, there were approximately \$946.0 million of outstanding foreign currency borrowings.

Beginning in the second quarter of fiscal 2020, the Company increased its borrowings under the revolving credit facility and the Receivables Facility and also issued new senior unsecured notes in order to provide additional cash availability and maximize flexibility in response to uncertainty surrounding COVID-19. As of April 2, 2021, the Company had \$110.8 million of borrowings under the revolving credit facility, no borrowings under the Receivables Facility, \$1,400.0 million of cash and cash equivalents, approximately \$819.6 million of availability under the senior secured revolving credit facility and approximately \$389.7 million of availability under the Receivables Facility. During the six month period of fiscal 2021, the Company repaid \$780.0 million of outstanding borrowings under the U.S. revolving credit facility and \$315.6 million of outstanding borrowings under the Receivables Facility utilizing cash and cash equivalents on hand. Additionally, during the six month period of fiscal 2021, the Company made \$42.9 million of repayments on term loan borrowings.

In accordance with Amendment No. 9 ("Amendment No. 9") to the credit agreement, dated as of March 28, 2017, (as supplemented or otherwise modified from time to time, the "Credit Agreement") entered into during the third quarter of fiscal 2020, a covenant waiver period is in effect during the three and six months ended April 2, 2021, as the amendment suspends the Consolidated Secured Debt Ratio covenant required under the Credit Agreement for four fiscal quarters, commencing with the fourth quarter of fiscal 2020 through the third quarter of fiscal 2021. See Part IV, Item 15, "Note 5" in the Company's Annual Report on Form 10-K, filed with the SEC on November 24, 2020 for additional discussion of the terms of Amendment No. 9.

The Company's Credit Agreement establishes an incurrence-based minimum Interest Coverage Ratio, defined as Covenant Adjusted EBITDA to consolidated interest expense, the achievement of which is a condition for the Company to incur additional indebtedness and to make certain restricted payments. If the Company does not maintain this minimum Interest Coverage Ratio calculated on a pro forma basis for any such additional indebtedness or restricted payments, the Company could be prohibited from being able to (1) incur additional indebtedness, other than the incremental capacity provided for under the Credit Agreement and pursuant to specified exceptions, and (2) make certain restricted payments, other than pursuant to certain exceptions. However, the Company's failure to maintain the minimum Interest Coverage Ratio does not result in a default or an event of default under either the Credit Agreement or the indentures governing the senior notes. As of April 2, 2021, the Company was not in compliance with this covenant. Due to the impact of COVID-19 on the Company's financial results, the Company fell below the interest coverage covenant requirement of 2.000x during the second quarter of fiscal 2021 (with an actual ratio of 1.79x as of April 2, 2021). The short-term failure to maintain this ratio at the 2.000x level does not have a material impact on the business, results of operations or capital market strategies.



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## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

On April 6, 2021, the Company entered into Amendment No. 11 ("Amendment No. 11") to the Credit Agreement. Amendment No. 11 provides for, among other things, the extension of the maturity date, in each case, applicable to a portion of the revolving credit facility (the "2018 Tranche Revolving Facility"), a portion of the Canadian dollar denominated term loan due October 2023 (the "Canadian Term A-2 Loans"), a portion of the euro denominated term loan due October 2023 (the "Euro Term A-1 Loans"), all of the yen denominated term loan due October 2023 (the "Yen Term C-1 Loans") and all of the U.S. dollar denominated term loan due 2024 (the "U.S. Term B-2 Loans") and an increase of approximately \$200.0 million in commitments available under the 2018 Tranche Revolving Facility, in each case, under the Credit Agreement through the establishment of Replacement Revolving Commitments (as defined in the Credit Agreement), New Revolving Commitments (as defined in the Credit Agreement), borrowings of Extended Term Loans (as defined in the Credit Agreement) and borrowings of Refinancing Term Loans (as defined in the Credit Agreement), as applicable, under the Credit Agreement comprised of (i) in the case of the 2018 Tranche Revolving Facility, new 2021 Tranche Revolving Commitments (the "New 2021 Tranche Revolving Commitments") in an amount equal to \$1,153.1 million, terminating in April 2026, (ii) in the case of the Canadian Term A-2 Loans, new Canadian dollar denominated term loans (the "Canadian Term A-3 Loans") in an amount equal to C\$276.9 million, due in April 2026, (iii) in the case of the Euro Term A-1 Loans, new euro denominated term loans (the "Euro Term A-2 Loans") in an amount equal to €78.8 million, due in April 2026, (iv) in the case of the Yen Term C-1 Loans, new yen denominated term loans (the "Yen Term C-2 Loans") in an amount equal to ¥9,343.3 million, due in April 2026 and (v) in the case of the U.S. Term B-2 Loans, new U.S. dollar denominated term loans (the "U.S. Term B-5 Loans") in an amount equal to \$833.0 million, due in April 2028. The new Canadian Term A-3 Loans, Euro Term A-2 Loans, Yen Term C-2 Loans and U.S. Term B-5 Loans were funded in full on April 6, 2021 and were applied by the Company to refinance in part the Canadian Term A-2 Loans and Euro Term A-1 Loans and to refinance in full the Yen Term C-1 Loans and U.S. Term B-2 Loans, in each case, previously outstanding under the Credit Agreement. As of April 6, 2021 and after giving effect to Amendment No. 11, \$53.7 million of 2018 Tranche Revolving Commitments, €33.6 million of Euro Term A-1 Loans and C\$27.1 million of Canadian Term A-2 Loans remained outstanding under the Credit Agreement, as amended by Amendment No. 11, in each case due in October 2023 (which date is unchanged from the maturity date previously applicable to such loans and commitments, as applicable).

The New 2021 Tranche Revolving Commitments bear interest at a rate equal to, at the Company's option, depending on the currency of the loans borrowed under the New 2021 Tranche Revolving Commitments, either (a) a Bank Act of Canada rate determined by reference to offered rates for bankers' acceptances, increased by 0.10% depending on the lender party, (b) a Eurocurrency Rate comprised of a LIBOR rate determined by reference to the costs of funds for deposits in the relevant currency for the interest period relevant to such borrowing adjusted for certain additional costs, (c) a EURIBOR rate determined by reference to the euro interbank offered rate administered by the European Money Markets Institute, (d) a base rate or Canadian base rate determined by reference to the higher of (1) the prime rate of the administrative agent and (2) the Bank Act of Canada rate plus 1.00%, (e) a base rate determined by reference to the highest of (1) the prime rate of the administrative agent, (2) the federal funds rate plus 0.50% and (3) the LIBOR rate plus 1.00%, or (f) a SONIA rate determined by reference to the Sterling Overnight Index Average, in each case, plus an applicable margin set initially at 1.625% for borrowings based on the Bank Act of Canada rate or Eurocurrency Rate, 1.6576% for borrowings based on the SONIA rate and 0.625% for borrowings based on the Canadian base rate or base rate, in each case, subject to a reduction of 0.125% upon the Company achieving a consolidated leverage ratio of less than or equal to 4.75 to 1.00 and an additional reduction of 0.125% per each decline of 0.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00, with such reductions subject to a minimum applicable margin of 1.125% for borrowings based on the Bank Act of Canada rate or Eurocurrency Rate, 1.1576% for borrowings based on the SONIA Rate and 0.125% for borrowings based on the Canadian base rate or base rate. In addition to paying interest on outstanding principal under the 2021 Tranche Revolving Commitments, the Company is required to pay a commitment fee to the lenders providing the 2021 Tranche Revolving Commitments in respect of the unutilized commitments thereunder, initially set at 0.30%, subject to a reduction of 0.05% upon the Company achieving a consolidated leverage ratio of less than or equal to 4.75 to 1.00 and an additional reduction of 0.05% for decline of 0.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00 and a further reduction of 0.05% upon a decline of 1.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00. The New 2021 Tranche Revolving Commitments are subject to substantially similar terms currently relating to guarantees, collateral, mandatory prepayments and covenants that are applicable to the Company's existing 2018 Tranche Revolving Facility outstanding under the Credit Agreement. For the avoidance of doubt, the remaining 2018 Revolving Tranche Commitments shall be available only in U.S. Dollars and shall bear interest and accrue unused fees at rates consistent with the 2021 Tranche Revolving Facility.

The new Canadian Term A-3 Loans bear interest at a rate equal to, at the Company's option, either (a) a Bank Act of Canada rate determined by reference to offered rates for bankers' acceptances, increased by 0.10% depending on the lender party or (b) a base rate or Canadian base rate determined by reference to the higher of (1) the prime rate of the administrative agent and (2) the Bank Act of Canada rate plus 1.00% plus an applicable margin set initially at 1.625% for borrowings based on the Bank Act of Canada rate and 0.625% for borrowings based on the Canadian base rate, in each case, subject to a reduction of 0.125% upon the Company achieving a consolidated leverage ratio of less than or equal to 4.75 to 1.00 and additional reductions of 0.125% per each decline of 0.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00, with such reductions subject to



## ARAMARK AND SUBSIDIARIES

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

a minimum applicable margin of 1.125% for borrowings based on the Bank Act of Canada rate and 0.125% for borrowings based on the Canadian base rate or base rate. The new Canadian Term A-3 Loans require the payment of installments in quarterly principal amounts of C\$3.5 million from June 30, 2021 through March 31, 2023, C\$5.2 million from June 30, 2023 through March 31, 2024, C\$6.9 million from June 30, 2024 through March 31, 2025, C\$10.4 million from June 30, 2025 through March 31, 2026, and C\$159.7 million at maturity. The Canadian Term A-3 Loans are subject to substantially similar terms currently relating to guarantees, collateral, mandatory prepayments and covenants that are applicable to the Company's existing Canadian Term A-2 Loans outstanding under the Credit Agreement. For the avoidance of doubt, the remaining Canadian Term A-2 Loans shall bear interest at rates consistent with the Canadian Term A-3 Loans. Amortization payments in respect of the remaining Canadian Term A-2 Loans have been reduced on a pro rata basis to reflect the partial refinancing thereof.

The new Euro Term A-2 Loans bear interest at a rate equal to a EURIBOR rate determined by reference to the euro interbank offered rate administered by the European Money Markets Institute for the interest period relevant to such borrowing adjusted for certain additions plus an applicable margin set initially at 1.625%, subject to a reduction of 0.125% upon the Company achieving a consolidated leverage ratio of less than or equal to 4.75 to 1.00 and additional reductions of 0.125% per each decline of 0.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00, with such reductions subject to a minimum applicable margin of 1.125%. The new Euro Term A-2 Loans require the payment of installments in quarterly principal amounts of €1.0 million from June 30, 2021 through March 31, 2023, €1.5 million from June 30, 2023 through March 31, 2024, €2.0 million from June 30, 2024 through March 31, 2025, €3.0 million from June 30, 2025 through March 31, 2026, and €45.3 million at maturity. The Euro Term A-2 Loans are subject to substantially similar terms currently relating to guarantees, collateral, mandatory prepayments and covenants that are applicable to the Company's existing Euro Term A-1 Loans outstanding under the Credit Agreement. For the avoidance of doubt, the remaining Euro Term A-1 Loans shall bear interest at rates consistent with the Euro Term A-1 Loans. Amortization payments in respect of the remaining Euro Term A-1 Loans have been reduced on a pro rata basis to reflect the partial refinancing thereof.

The new Yen Term C-2 Loans bear interest at a rate equal to (x) prior to January 31, 2022, a LIBOR rate determined by reference to the costs of funds for deposits in Yen and (y) from and after January 31, 2022, a TIBOR rate determined by reference to the Tokyo interbank offered rate administered by the Japan Shadan Hoiin JBA TIBOR Administration, in each case, for the interest period relevant to such borrowing adjusted for certain additional costs plus an applicable margin set initially at 1.625%, subject to a reduction of 0.125% upon the Company achieving a consolidated leverage ratio of less than or equal to 4.75 to 1.00 and additional reductions of 0.125% per each decline of 0.50 to 1.00 in the Company's consolidated leverage ratio from 4.75 to 1.00, with such reductions subject to a minimum applicable margin of 1.125%. The new Yen Term C-2 require the payment of installments in quarterly principal amounts of ¥116.8 million from June 30, 2021 through March 31, 2023, ¥175.2 million from June 30, 2023 through March 31, 2024, ¥233.6 million from June 30, 2024 through March 31, 2025, ¥350.4 million from June 30, 2025 through March 31, 2026, and ¥5,372.4 million at maturity. Except as otherwise described above with respect to the interest rates applicable thereto, the Yen Term C-2 Loans are subject to substantially similar terms currently relating to guarantees, collateral, mandatory prepayments and covenants that are applicable to the Company's existing Yen Term C Loans outstanding under the Credit Agreement.

The new U.S. Term B-5 Loans bear interest rate equal to either (a) a LIBOR rate determined by reference to the costs of funds for deposits in U.S. dollars for the interest period relevant to such borrowing adjusted for certain additional costs or (b) a base rate determined by reference to the highest of (1) the prime rate of the administrative agent, (2) the federal funds rate plus 0.50% and (3) the LIBOR rate plus 1.00% plus an applicable margin set initially at 2.50% for borrowings based on the LIBOR rate and 1.50% for borrowings based on the base rate. The U.S. Term B-5 Loans require the payment of installments in quarterly principal amount of \$2.1 million from June 30, 2021 through March 31, 2028, and \$774.7 million at maturity. The U.S. Term B-5 Loans are subject to substantially similar terms currently relating to guarantees, collateral, mandatory prepayments and covenants that are applicable to the Company's existing U.S. Term B Loans outstanding under the Credit Agreement.

On May 3, 2021, the Company issued a notice that it will repay the entire outstanding aggregate principal amount of \$500.0 million on the 4.750% Senior Notes due 2026 (the "4.750% 2026 Notes") at a redemption price of 102.375% of the aggregate principal amount of the 4.750% 2026 Notes, together with accrued and unpaid interest on the 4.750% 2026 Notes effective on June 2, 2021.

**NOTE 5. DERIVATIVE INSTRUMENTS:**

The Company enters into contractual derivative arrangements to manage changes in market conditions related to interest on debt obligations, foreign currency exposures and exposure to fluctuating gasoline and diesel fuel prices. Derivative instruments utilized during the period include interest rate swap agreements, foreign currency forward exchange contracts and gasoline and diesel fuel agreements. All derivative instruments are recognized as either assets or liabilities on the balance sheet at fair value at the end of each quarter. The counterparties to the Company's contractual derivative agreements are all major international financial institutions. The Company is exposed to credit loss in the event of nonperformance by these counterparties. The

## ARAMARK AND SUBSIDIARIES

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Company continually monitors its positions and the credit ratings of its counterparties and does not anticipate nonperformance by the counterparties. For designated hedging relationships, the Company formally documents the hedging relationship and its risk management objective and strategy for undertaking the hedge, the hedging instrument, the hedged item, the nature of the risk being hedged and how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed prospectively and retrospectively for designated hedges. The Company also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting cash flows of hedged items.

**Cash Flow Hedges**

The Company has approximately \$2.6 billion notional amount of outstanding interest rate swap agreements as of April 2, 2021, which fix the rate on a like amount of variable rate borrowings through January of fiscal 2025. During the six months ended April 2, 2021, interest rate swaps with notional amounts of \$250.0 million matured.

Changes in the fair value of a derivative that is designated as and meets all the required criteria for a cash flow hedge are recorded in accumulated other comprehensive income (loss) and reclassified into earnings as the underlying hedged item affects earnings. Amounts reported in accumulated other comprehensive income (loss) related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable-rate debt. As of April 2, 2021 and October 2, 2020, approximately (\$60.4) million and (\$87.6) million, respectively, of unrealized net of tax losses related to the interest rate swaps were included in "Accumulated other comprehensive loss."

The following table summarizes the effect of the Company's derivatives designated as cash flow hedging instruments on Other comprehensive income (loss) (in thousands):

	Three Months Ended	
	April 2, 2021	March 27, 2020
Interest rate swap agreements <sup>1</sup>	\$ 12,169	\$ (92,256)
	Six Months Ended	
	April 2, 2021	March 27, 2020
Interest rate swap agreements <sup>1</sup>	\$ 10,927	\$ (85,330)

(1) The three and six month periods of fiscal 2020 were impacted by changes in interest rates due to actions taken by the federal government in response to COVID-19.

**Derivatives not Designated in Hedging Relationships**

The Company entered into a series of pay fixed/receive floating gasoline and diesel fuel agreements based on the Department of Energy weekly retail on-highway index in order to limit its exposure to price fluctuations for gasoline and diesel fuel. As of April 2, 2021, the Company has contracts for approximately 6.0 million gallons outstanding through December of fiscal 2022. The Company does not record its gasoline and diesel fuel agreements as hedges for accounting purposes. The impact on earnings related to the change in fair value of these unsettled contracts were gains of approximately \$2.2 million and \$5.8 million for the three and six months ended April 2, 2021, respectively. The impact on earnings related to the change in fair value of these unsettled contracts were losses of approximately \$12.1 million and \$9.0 million for the three and six months ended March 27, 2020, respectively. The change in fair value for unsettled contracts is included in "Selling and general corporate expenses" on the Condensed Consolidated Statements of Loss. When the contracts settle, the gain or loss is recorded to "Cost of services provided (exclusive of depreciation and amortization)" on the Condensed Consolidated Statements of Loss.

As of April 2, 2021, the Company had foreign currency forward exchange contracts outstanding with nominal notional amounts to mitigate the risk of changes in foreign currency exchange rates on short-term intercompany loans to certain international subsidiaries. Gains and losses on foreign currency exchange contracts are recognized in earnings as the contracts were not designated as hedging instruments, substantially offsetting currency transaction gains and losses on short-term intercompany loans.

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The following table summarizes the location and fair value, using Level 2 inputs (see Note 13 for a description of the fair value levels), of the Company's derivatives designated and not designated as hedging instruments in the Condensed Consolidated Balance Sheets (in thousands):

	Balance Sheet Location	April 2, 2021	October 2, 2020
<b>ASSETS</b>			
<i>Not designated as hedging instruments:</i>			
Gasoline and diesel fuel agreements	Prepayments and other current assets	\$ 4,029	\$ —
<b>LIABILITIES</b>			
<i>Designated as hedging instruments:</i>			
Interest rate swap agreements	Accounts payable	4,571	1,494
Interest rate swap agreements	Other Noncurrent Liabilities	77,079	116,882
		<u>81,650</u>	<u>118,376</u>
<i>Not designated as hedging instruments:</i>			
Foreign currency forward exchange contracts	Accounts payable	17	121
Gasoline and diesel fuel agreements	Accounts payable	—	1,805
		<u>\$ 81,667</u>	<u>\$ 120,302</u>

The following table summarizes the location of the (gain) loss reclassified from "Accumulated other comprehensive loss" into earnings for derivatives designated as hedging instruments and the location of the (gain) loss for the Company's derivatives not designated as hedging instruments in the Condensed Consolidated Statements of Loss (in thousands):

	Income Statement Location	Three Months Ended	
		April 2, 2021	March 27, 2020
<i>Designated as hedging instruments:</i>			
Interest rate swap agreements	Interest and Other Financing Costs, net	\$ 12,234	\$ 3,173
<i>Not designated as hedging instruments:</i>			
Gasoline and diesel fuel agreements	Cost of services provided (exclusive of depreciation and amortization) / Selling and general corporate expenses	(3,886)	12,703
Foreign currency forward exchange contracts	Interest and Other Financing Costs, net	(505)	170
		<u>(4,391)</u>	<u>12,873</u>
		<u>\$ 7,843</u>	<u>\$ 16,046</u>
	Income Statement Location	Six Months Ended	
		April 2, 2021	March 27, 2020
<i>Designated as hedging instruments:</i>			
Interest rate swap agreements	Interest and Other Financing Costs, net	\$ 25,799	\$ 5,373
<i>Not designated as hedging instruments:</i>			
Gasoline and diesel fuel agreements	Cost of services provided (exclusive of depreciation and amortization) / Selling and general corporate expenses	(6,027)	8,905
Foreign currency forward exchange contracts	Interest and Other Financing Costs, net	(103)	68
		<u>(6,130)</u>	<u>8,973</u>
		<u>\$ 19,669</u>	<u>\$ 14,346</u>

At April 2, 2021, the net of tax loss expected to be reclassified from "Accumulated other comprehensive loss" into earnings over the next twelve months based on current market rates is approximately \$34.6 million.

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**NOTE 6. REVENUE RECOGNITION:**

The Company generates revenue through sales of food, facility and uniform services to customers based on written contracts at the locations it serves. Within the FSS United States and FSS International segments, the Company provides food and beverage services, including catering and retail services, or facilities services, including plant operations and maintenance, custodial, housekeeping, landscaping and other services. Within the Uniform segment, the Company provides a full service uniform solution, including delivery, cleaning and maintenance. In accordance with Accounting Standards Codification 606 ("ASC 606"), the Company accounts for a customer contract when both parties have approved the arrangement and are committed to perform their respective obligations, each party's rights can be identified, payment terms can be identified, the contract has commercial substance and it is probable the Company will collect substantially all of the consideration to which it is entitled. Revenue is recognized upon the transfer of control of the promised product or service to customers in an amount that reflects the consideration the Company expects to receive in exchange for those goods and services.

*Performance Obligations*

The Company recognizes revenue when its performance obligation is satisfied. Each contract generally has one performance obligation, which is satisfied over time. The Company primarily accounts for its performance obligations under the series guidance, using the as-invoiced practical expedient when applicable. The Company applies the right to invoice practical expedient to record revenue as the services are provided, given the nature of the services provided and the frequency of billing under the customer contracts. Under this practical expedient, the Company recognizes revenue in an amount that corresponds directly with the value to the customer of the Company's performance completed to date and for which the Company has the right to invoice the customer. Certain arrangements include performance obligations which include variable consideration (primarily per transaction fees). For these arrangements, the Company does not need to estimate the variable consideration for the contract and allocate to the entire performance obligation; therefore, the variable fees are recognized in the period they are earned.

*Disaggregation of Revenue*

The following table presents revenue disaggregated by revenue source (in millions):

	Three Months Ended		Six Months Ended	
	April 2, 2021 <sup>(1)</sup>	March 27, 2020 <sup>(1)</sup>	April 2, 2021 <sup>(1)</sup>	March 27, 2020 <sup>(1)</sup>
<b>FSS United States:</b>				
Business & Industry	\$ 157.8	\$ 369.2	\$ 312.2	\$ 774.7
Education	583.4	805.5	1,096.6	1,806.6
Healthcare	197.0	221.0	383.8	448.2
Sports, Leisure & Corrections	224.2	444.4	450.7	1,053.3
Facilities & Other	388.6	391.0	753.5	787.3
<b>Total FSS United States</b>	<b>1,551.0</b>	<b>2,231.1</b>	<b>2,996.8</b>	<b>4,870.1</b>
<b>FSS International:</b>				
Europe	307.2	445.5	636.4	948.2
Rest of World	370.5	408.0	735.8	851.5
<b>Total FSS International</b>	<b>677.7</b>	<b>853.5</b>	<b>1,372.2</b>	<b>1,799.7</b>
<b>Uniform</b>	<b>591.0</b>	<b>647.0</b>	<b>1,194.5</b>	<b>1,315.4</b>
<b>Total Revenue</b>	<b>\$ 2,819.7</b>	<b>\$ 3,731.6</b>	<b>\$ 5,563.5</b>	<b>\$ 7,985.2</b>

(1) COVID-19 had a more significant negative impact on revenue for the three and six month periods ended April 2, 2021 than the three and six month periods ended March 27, 2020, as the pandemic did not materially affect operations until late in the second quarter of fiscal 2020.

*Contract Balances*

Deferred income is recognized in "Accrued expenses and other current liabilities" on the Condensed Consolidated Balance Sheets when the Company has received consideration, or has the right to receive consideration, in advance of the transfer of the performance obligation of the contract to the customer, primarily prepaid meal plans. The consideration received remains a liability until the goods or services have been provided to the customer. The Company classifies deferred income as current as

## ARAMARK AND SUBSIDIARIES

## NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

the arrangement is short term in nature. If the Company cannot render its performance obligation according to contract terms after receiving the consideration in advance, amounts may be contractually required to be refunded to the customer.

During the six months ended April 2, 2021, deferred income increased related to customer prepayments and decreased related to income recognized during the period as a result of satisfying the performance obligation or return of funds related to non-performance. For the six months ended April 2, 2021, the Company recognized \$163.3 million of revenue that was included in deferred income at the beginning of the period. Deferred income balances are summarized in the following table (in millions):

	April 2, 2021	October 2, 2020
Deferred income <sup>(1)</sup>	\$ 237.1	\$ 263.8

(1) Due to the impact of COVID-19, the Company has refunded approximately \$20.6 million of advanced payments primarily for meal plans to clients during the six month period ended April 2, 2021.

**NOTE 7. INCOME TAXES:**

On March 27, 2020, the CARES Act was enacted in response to COVID-19. The CARES Act, among other things, permits net operating losses ("NOLs") incurred in fiscal 2019, 2020 and 2021 to be carried back to each of the five preceding taxable years to generate a refund of previously paid income taxes. NOLs arising in fiscal 2019, 2020 or 2021 are created in years that have a 21.0% federal income tax rate. If these NOLs are carried back to years prior to fiscal 2018, the resulting refund would be in years with a 35.0% federal income tax rate.

The CARES Act contains modifications on the limitation of business interest for fiscal years 2020 and 2021 to increase the allowable business interest deduction from 30.0% of adjusted taxable income to 50.0% of adjusted taxable income. The CARES Act also includes a technical correction to the Tax Cut and Jobs Act (the "TCJA") that provides that Qualified Improvement Property ("QIP"), which includes almost any improvement to the interior of leased or owned space, is eligible for bonus depreciation retroactively to the January 1, 2018 effective date of the TCJA.

As a result of the CARES Act, the Company recorded a net benefit to the (Benefit) Provision for Income Taxes of approximately \$12.1 million and \$34.3 million during the three and six month periods ended April 2, 2021, respectively, which reflect the NOLs expected to be carried back to Pre-TCJA tax years at 35.0%. In addition, the Company recorded a valuation allowance to the (Benefit) Provision for Income Taxes of \$10.1 million and \$26.2 million during the three and six month periods ended April 2, 2021, respectively, against certain foreign tax credits ("FTCs") that were re-established by the NOL carryback, as it is more likely than not a tax benefit will not be realized.

As of April 2, 2021, the Company had an income tax receivable balance of approximately \$3.1 million, which primarily reflects the expected remaining proceeds to be refunded for NOLs generated in fiscal 2020 and through the six months of fiscal 2021 based on the carry back to Pre-TCJA years. During the second quarter of fiscal 2021, the Company received approximately \$93.6 million of proceeds related to the fiscal 2020 income tax return from the NOLs generated in fiscal 2020 as a result of the CARES Act. The Company also recorded an additional \$138.4 million of FTCs and \$4.9 million of general business credits in "Deferred Income Taxes and Other Noncurrent Liabilities" on the Condensed Consolidated Balance Sheets that will be used to offset future federal income tax liabilities as of April 2, 2021. The \$138.4 million of FTCs are partially offset by the \$26.2 million valuation allowance recorded as of April 2, 2021. The Company continues to monitor and assess the impact the CARES Act and similar legislation in other countries may have on the Company's business and financial results.

As of each reporting date, the Company considers existing evidence, both positive and negative, that could impact the need for valuation allowances against deferred tax assets ("DTAs"). Based on cumulative losses in certain subsidiaries in the FSS International segment as negative evidence, the Company recorded a valuation allowance against DTAs of approximately \$14.4 million within the Condensed Consolidated Statements of Loss during the three and six month periods ended April 2, 2021.

**NOTE 8. STOCKHOLDERS' EQUITY:**

During the six months ended April 2, 2021 and March 27, 2020, the Company paid cash dividends of approximately \$55.9 million and \$55.3 million to its stockholders, respectively. On May 10, 2021, the Company's Board declared a \$0.11 dividend per share of common stock, payable on June 9, 2021, to shareholders of record on the close of business on May 26, 2021.

During the second quarter of fiscal 2020, the Company repurchased 0.3 million shares of its common stock for \$6.5 million under the fiscal 2019 share repurchase program which will expire in July 2022. In accordance with Amendment No. 9 to the Credit Agreement entered into in the third quarter of fiscal 2020, the Company cannot make any future share repurchases and must comply with certain liquidity requirements to pay dividends as long as the covenant compliance waiver remains in effect (see Note 4).

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The Company has 100.0 million shares of preferred stock authorized, with a par value of \$0.01 per share. At April 2, 2021 and October 2, 2020, zero shares of preferred stock were issued or outstanding.

On February 2, 2021, the Company's stockholders approved the Third Amended and Restated 2013 Stock Incentive Plan, which amends and restates the Company's 2013 Incentive Plan last amended on January 29, 2020. The Third Amended and Restated 2013 Stock Incentive Plan provides for up to 3.5 million of new shares authorized for issuance to participants, in addition to the shares that remained available for issuance under the 2013 Incentive Plan as of February 2, 2021.

On February 2, 2021, the Company's stockholders approved the Aramark 2021 Employee Stock Purchase Plan ("ESPP"). The ESPP allows eligible employees to contribute up to 10% of their eligible pay toward the quarterly purchase of the Company's common stock, subject to an annual maximum dollar amount. The purchase price is 85% of the lesser of the i) fair market value per share of the Company's common stock as determined on the purchase date or ii) fair market value per share of the Company's common stock as determined on the first trading day of the quarterly offering period. Purchases under the ESPP are made in March, June, September, and December. The aggregate number of shares of common stock that may be issued under the ESPP may not exceed 12.5 million shares. The Company's first purchase window began on April 1, 2021. There were no shares purchased under the ESPP during the three and six months ended April 2, 2021 as the first purchase will not occur until June of fiscal 2021.

**NOTE 9. SHARE-BASED COMPENSATION:**

The following table summarizes the share-based compensation expense (reversal) and related information for Time-Based Options ("TBOs"), Retention Time-Based Options ("TBO-Rs"), Time-Based Restricted Stock Units ("RSUs"), Performance Stock Units ("PSUs") and Deferred Stock Units classified as "Selling and general corporate expenses" on the Condensed Consolidated Statements of Loss (in millions).

	Three Months Ended		Six Months Ended	
	April 2, 2021	March 27, 2020	April 2, 2021	March 27, 2020
TBOs <sup>(1)</sup>	\$ 3.6	\$ 2.1	\$ 7.7	\$ 5.0
TBO-Rs	1.1	—	2.2	—
RSUs <sup>(1)</sup>	11.4	7.6	24.0	15.7
PSUs <sup>(1)</sup>	—	(19.9)	—	(17.3)
Deferred Stock Units	0.5	0.4	1.0	0.9
	<u>\$ 16.6</u>	<u>\$ (9.8)</u>	<u>\$ 34.9</u>	<u>\$ 4.3</u>
Taxes related to share-based compensation	\$ 6.0	\$ (2.6)	\$ 12.6	\$ 0.9
Cash Received from Option Exercises	19.5	58.9	27.3	85.0
Tax Benefit on Share Deliveries <sup>(2)</sup>	3.6	26.9	2.8	45.5

(1) Share-based compensation expense increased during the three and six month periods of fiscal 2021 due to the shortening of the vesting period on the annual grants issued in September 2020 from four years to three years and, for the six month period of fiscal 2021, the accelerated timing of the issuance of the annual grant. Additionally, share-based compensation was reduced during the second quarter of fiscal 2020 based on lower than estimated target attainment on plan metrics for both the fiscal 2018 and fiscal 2019 PSU grants, resulting in the reversal of previously recognized share-based compensation expense of \$22.6 million.

(2) The tax benefit on option exercises and restricted stock unit deliveries is included in "Prepayments and Other Current Assets" on the Condensed Consolidated Statements of Cash Flows.

**NOTE 10. EARNINGS (LOSS) PER SHARE:**

Basic earnings (loss) per share is computed using the weighted average number of common shares outstanding during the periods presented. Diluted earnings (loss) per share is computed using the weighted average number of common shares outstanding adjusted to include the potentially dilutive effect of stock awards.

**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The following table sets forth the computation of basic and diluted earnings (loss) per share attributable to the Company's stockholders (in thousands, except per share data):

	Three Months Ended		Six Months Ended	
	April 2, 2021	March 27, 2020	April 2, 2021	March 27, 2020
<b>Loss:</b>				
Net loss attributable to Aramark stockholders	\$ (77,576)	\$ (202,260)	\$ (158,819)	\$ (56,499)
<b>Shares:</b>				
Basic weighted-average shares outstanding	254,508	252,354	254,088	250,543
Effect of dilutive securities <sup>(1)</sup>	—	—	—	—
Diluted weighted-average shares outstanding	254,508	252,354	254,088	250,543
<b>Basic Loss Per Share:</b>				
Net loss attributable to Aramark stockholders	\$ (0.30)	\$ (0.80)	\$ (0.63)	\$ (0.23)
<b>Diluted Loss Per Share:</b>				
Net loss attributable to Aramark stockholders	\$ (0.30)	\$ (0.80)	\$ (0.63)	\$ (0.23)

(1) Incremental shares of 2.2 million and 2.0 million have been excluded from the computation of diluted weighted-average shares outstanding for the three and six months ended April 2, 2021, respectively, because the effect would have been antidilutive due to the net loss attributable to Aramark stockholders during both periods. Incremental shares of 2.1 million and 3.8 million have been excluded from the computation of diluted weighted-average shares outstanding for the three and six months ended March 27, 2020, respectively, because the effect would have been antidilutive due to the net loss attributable to Aramark stockholders during both periods.

Share-based awards to purchase 9.2 million and 5.0 million shares were outstanding for the three months ended April 2, 2021 and March 27, 2020, respectively, but were not included in the computation of diluted loss per common share, as their effect would have been antidilutive. In addition, PSUs related to 1.1 million and 1.7 million shares were outstanding for the three months ended April 2, 2021 and March 27, 2020, respectively, but were not included in the computation of diluted loss per common share, as the performance targets were not yet met.

Share-based awards to purchase 11.6 million and 4.1 million shares were outstanding for the six months ended April 2, 2021 and March 27, 2020, respectively, but were not included in the computation of diluted loss per common share, as their effect would have been antidilutive. In addition, PSUs related to 1.1 million and 1.7 million shares were outstanding for the six months ended April 2, 2021 and March 27, 2020, respectively, but were not included in the computation of diluted loss per common share, as the performance targets were not yet met.

**NOTE 11. COMMITMENTS AND CONTINGENCIES:**

Certain of the Company's lease arrangements, primarily vehicle leases, with terms of one to 12 years, contain provisions related to residual value guarantees. The maximum potential liability to the Company under such arrangements was approximately \$29.1 million at April 2, 2021 if the terminal fair value of vehicles coming off lease was zero. Consistent with past experience, management does not expect any significant payments will be required pursuant to these arrangements. No amounts have been accrued for guarantee arrangements at April 2, 2021.

From time to time, the Company and its subsidiaries are a party to various legal actions, proceedings and investigations involving claims incidental to the conduct of their business, including actions by clients, consumers, employees, government entities and third parties, including under federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, minority, women and disadvantaged business enterprise statutes, tax codes, antitrust and competition laws, consumer protection statutes, procurement regulations, intellectual property laws, food safety and sanitation laws, cost and accounting principles, the Foreign Corrupt Practices Act, the U.K. Bribery Act, other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws and alcohol licensing and service laws, or alleging negligence and/or breaches of contractual and other obligations. Based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, the Company does not believe, except for the matter discussed below, that any such actions are likely to be, individually or in the aggregate, material to its business, financial condition, results of operations or cash flows. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to the Company's business, financial condition, results of operations or cash flows.

The Company is involved in a dispute with a client regarding Aramark's provision of services pursuant to a contract. The Company is simultaneously litigating the matter and attempting to reach a negotiated resolution. The Company recorded a



**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

reserve for this matter as it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. As of April 2, 2021, the Company has accrued its best estimate of the probable loss associated with this contract, which is approximately \$19.7 million. The Company believes it is reasonably possible that this potential exposure may change in the near term based on the outcome of either the settlement negotiations or through continued litigation.

During fiscal 2019, Eric J. Foss, the Company's former Chairman, President and Chief Executive Officer, stepped down and \$10.4 million of cash compensation related charges were recognized related to his separation from the Company. As of April 2, 2021, the Company had \$3.0 million of remaining unpaid obligations related to his separation, which are recorded in "Accrued expenses and other current liabilities" on the Condensed Consolidated Balance Sheets. These unpaid obligations are expected to be paid through fiscal 2021.

**NOTE 12. BUSINESS SEGMENTS:**

The Company reported its operating results in three reportable segments: FSS United States, FSS International and Uniform. Corporate includes general expenses not specifically allocated to an individual segment and share-based compensation expense (see Note 9). In the Company's food and support services segments, approximately 73% of the global revenue is related to food services and 27% is related to facilities services. During the six months ended April 2, 2021 and March 27, 2020, the Company received proceeds of approximately \$10.0 million and \$15.3 million, respectively, relating to the recovery of the Company's investment (possessory interest) at one of the National Park Service sites within the FSS United States segment. The Company recorded a gain related to the recovery of its investment, which is included in "Cost of services provided (exclusive of depreciation and amortization)" on the Condensed Consolidated Statements of Loss. During the second quarter of fiscal 2020, the Company recognized a \$198.6 million impairment charge related to one reporting unit in its FSS International segment. COVID-19 had a more significant negative impact on revenue and operating income (loss) for the three and six month periods ended April 2, 2021 than the three and six month periods ended March 27, 2020, as the pandemic did not materially affect operations until late in the second quarter of fiscal 2020. Financial information by segment follows (in millions):

	<b>Revenue</b>	
	<b>Three Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
FSS United States	\$ 1,551.0	\$ 2,231.1
FSS International	677.7	853.5
Uniform	591.0	647.0
	<u>\$ 2,819.7</u>	<u>\$ 3,731.6</u>

	<b>Operating Income (Loss)</b>	
	<b>Three Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
FSS United States	\$ 0.9	\$ 65.8
FSS International	12.3	(191.2)
Uniform	21.7	46.8
	34.9	(78.6)
Corporate	(29.5)	(19.1)
Operating Income (Loss)	5.4	(97.7)
Interest and Other Financing Costs, net	96.3	99.8
Loss Before Income Taxes	<u>\$ (90.9)</u>	<u>\$ (197.5)</u>

	<b>Revenue</b>	
	<b>Six Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
FSS United States	\$ 2,996.8	\$ 4,870.1
FSS International	1,372.2	1,799.7
Uniform	1,194.5	1,315.4
	<u>\$ 5,563.5</u>	<u>\$ 7,985.2</u>



**ARAMARK AND SUBSIDIARIES**
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

	<b>Operating (Loss) Income</b>	
	<b>Six Months Ended</b>	
	<b>April 2, 2021</b>	<b>March 27, 2020</b>
FSS United States	\$ (13.9)	\$ 251.7
FSS International	9.3	(147.5)
Uniform	53.8	100.1
	49.2	204.3
Corporate	(64.3)	(47.7)
Operating (Loss) Income	(15.1)	156.6
Interest and Other Financing Costs, net	196.7	179.4
Loss Before Income Taxes	\$ (211.8)	\$ (22.8)

**NOTE 13. FAIR VALUE OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES:**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities recorded at fair value are classified based upon the level of judgment associated with the inputs used to measure their fair value. The hierarchical levels related to the subjectivity of the valuation inputs are defined as follows:

- Level 1—inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets
- Level 2—inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument
- Level 3—inputs to the valuation methodology are unobservable and significant to the fair value measurement

**Recurring Fair Value Measurements**

The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable, borrowings and derivatives. Management believes that the carrying value of cash and cash equivalents, accounts receivable and accounts payable are representative of their respective fair values. In conjunction with the fair value measurement of the derivative instruments, the Company made an accounting policy election to measure the credit risk of its derivative instruments that are subject to master netting agreements on a net basis by counterparty portfolio, as the gross values would not be materially different. The fair value of the Company's debt at April 2, 2021 and October 2, 2020 was \$8,389.2 million and \$9,260.0 million, respectively. The carrying value of the Company's debt at April 2, 2021 and October 2, 2020 was \$8,186.4 million and \$9,278.4 million, respectively. The fair values were computed using market quotes, if available, or based on discounted cash flows using market interest rates as of the end of the respective periods. The inputs utilized in estimating the fair value of the Company's debt have been classified as Level 2 in the fair value hierarchy levels.

**NOTE 14. SUBSEQUENT EVENTS:**

On April 28, 2021, the Company signed an agreement to acquire Next Level Hospitality, a premier provider of culinary and environmental services in the senior living industry, specializing in skilled nursing and rehabilitation facilities. Founded in 2017, Next Level serves hundreds of locations in the U.S., primarily in the East Coast, Midwest and Texas. The deal is scheduled to close in the Company's fiscal third quarter, subject to customary closing conditions and regulatory approvals.

**Item 2.**

**MANAGEMENT'S DISCUSSION AND ANALYSIS  
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The following discussion and analysis of Aramark's (the "Company," "we," "our" and "us") financial condition and results of operations for the three and six months ended April 2, 2021 and March 27, 2020 should be read in conjunction with our audited consolidated financial statements and the notes to those statements for the fiscal year ended October 2, 2020 included in our Annual Report on Form 10-K, filed with the Securities and Exchange Commission ("SEC") on November 24, 2020.*

*Our discussion contains forward-looking statements, such as our plans, objectives, opinions, expectations, anticipations, intentions and beliefs, that are based upon our current expectations but that involve risks and uncertainties. Actual results and the timing of events could differ materially from those anticipated in those forward-looking statements as a result of a number of factors, including those described under the heading "Special Note About Forward-Looking Statements" and elsewhere in this Quarterly Report on Form 10-Q. In the following discussion and analysis of financial condition and results of operations, certain financial measures may be considered "non-GAAP financial measures" under SEC rules. These rules require supplemental explanation and reconciliation, which is provided elsewhere in this Quarterly Report on Form 10-Q.*

**Overview**

We are a leading global provider of food, facilities and uniform services to education, healthcare, business & industry and sports, leisure & corrections clients. Our core market is the United States, which is supplemented by an additional 18-country footprint. Through our established brand, broad geographic presence and employees, we anchor our business in our partnerships with thousands of education, healthcare, business, sports, leisure and corrections clients. Through these partnerships we serve millions of consumers including students, patients, employees, sports fans and guests worldwide. We operate our business in three reportable segments: Food and Support Services United States ("FSS United States"), Food and Support Services International ("FSS International") and Uniform and Career Apparel ("Uniform").

Our Food and Support Services operations focus on serving clients in five principal sectors: Business & Industry, Education, Healthcare, Sports, Leisure & Corrections and Facilities & Other. Our FSS International reportable segment provides a similar range of services as those provided to our FSS United States clients and operates in the same sectors. Administrative expenses not allocated to our three reportable segments are presented separately as corporate expenses.

**Impact of COVID-19 on our Business**

The COVID-19 pandemic ("COVID-19") has disrupted and is expected to continue to disrupt our business, which has and could continue to materially affect our operating results, cash flows and/or financial condition for an extended period of time. The decline in our operations from COVID-19 caused a deterioration in our revenue, operating income (loss) and net loss for the three and six months ended April 2, 2021 and March 27, 2020. The impact of the deterioration was more significant during the three and six month periods of fiscal 2021 than the three and six month periods of fiscal 2020 due to the pandemic not materially affecting operations until late in the second quarter of fiscal 2020. COVID-19 has adversely affected global economies, financial markets and the overall environment for our business. The ongoing impact of COVID-19 on our longer-term operational and financial performance will depend on future developments, including the availability and widespread distribution of safe and effective COVID-19 vaccines and the continuation of governmental relief programs. Many of these future developments are outside of our control and all are highly uncertain and cannot be predicted.

In response to COVID-19, we continue to remain principally focused on the safety and well-being of our employees, clients and everyone we serve, while simultaneously taking timely, proactive measures to adapt to the current environment. We continue to modify our business model in response to the disruption caused by COVID-19 by strengthening our liquidity position, focusing on flexible, low fixed-cost operations and diversifying our service offerings, geographic mix and client portfolio.

While certain of our operating sectors have been significantly impacted to date, we continue to work toward mitigating these negative impacts. These efforts have included, and continue to include, significant cost reduction efforts toward variable and fixed costs, including furloughs of our labor force. These efforts have also included headcount reductions primarily during fiscal 2020, contractual negotiations and efforts to provide additional products and services arising in the current environment. We have also taken advantage of relief provisions, including the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), the Consolidated Appropriations Act of 2021 ("CAA") and other U.S. and foreign governmental programs. The operating environment, however, remains very fluid with changes in the number of COVID-19 cases and progress in the vaccination effort significantly contributing to the ability and willingness of private businesses and governments to open or remain open, even at limited levels. We continue to work closely with clients and all constituencies in this environment.

In the FSS United States segment, the impacts to our operating sectors are further described as follows:

- Education – We continue to serve clients as more students entered in-person learning environments compared to the Fall. Higher Education continues to develop and implement enhancements to support the on-campus experience. K-12 continues to participate in universal government-sponsored meal programs.
- Sports, Leisure & Corrections – Sports & Entertainment hosted fans at partial capacity based on local regulations in the NBA and NHL. Leisure remained steady, with good early attendance at National Parks. Corrections continues to not be materially impacted. Both Sports & Entertainment and Leisure are preparing for increased levels of activity, including fans in MLB and from reservation demand for the upcoming recreational season.
- Business & Industry – Companies maintain measured return-to-work timelines. We continue to employ innovative solutions for extended service capabilities.
- Facilities & Other – Operations remain positive, while we continue to offer additional project-oriented services, particularly as locations begin to increase in-person activity.
- Healthcare – Operations continue to gradually improve as visitor restrictions ease and elective procedures increase. We are implementing unique automated patient-care experiences from the time of admission through discharge to best serve ongoing dietary needs.

Within the FSS International segment, we are at various stages of response depending on geography. China continues its recovery and has new client wins—particularly in Healthcare—due to our efforts on the frontlines, while South America has experienced strong performance in extractive services. Europe and Canada are facing additional restrictions and higher levels of lockdown, which vary based on country-specific government mandates.

In the Uniform segment, our business serves a range of clients. Operations continue for essential businesses and now most of our non-essential clients are back operating as well, although in Canada, due to fluctuating conditions of the pandemic, some of these businesses experienced additional shut-downs. In addition, we continue to be a solution-oriented service focusing on safety and hygiene.

In all business segments, we continue to leverage our flexible operating model to execute cost mitigation plans while continuing to support our clients. Beginning in the third quarter of fiscal 2020, we made changes to our organization to align our cost base to best support our clients' needs as we navigate the current environment and focus on our long-term strategy. These actions included headcount reductions, which resulted in severance charges primarily recognized during the third and fourth quarters of fiscal 2020.

We undertook many actions as it relates to our liquidity position in response to COVID-19. See "Liquidity and Capital Resources" below for additional disclosure around these actions taken. Also, see "Item 1A. Risk Factors" in our Annual Report on Form 10-K, filed with the SEC on November 24, 2020, for an additional discussion of risks and potential risks of COVID-19 on our business, financial condition and results of operations.

#### ***Seasonality***

Our revenue and operating results have varied from quarter to quarter as a result of different factors. Historically, within our FSS United States segment, there has been a lower level of activity during our first and second fiscal quarters in operations that provide services to sports and leisure clients. This lower level of activity, historically, has been partially offset during our first and second fiscal quarters by the increased activity levels in our educational operations. Conversely, historically there has been a significant increase in the provision of services to sports and leisure clients during our third and fourth fiscal quarters, which is partially offset by the effect of summer recess at colleges, universities and schools in our educational operations. As described above, during the COVID-19 pandemic, and in subsequent periods, our business and results of operations have not experienced, and may continue to not experience, our historically typical patterns of seasonality.

#### ***Foreign Currency Fluctuations***

The impact from foreign currency translation assumes constant foreign currency exchange rates based on the rates in effect for the prior year period being used in translation for the comparable current year period. We believe that providing the impact of fluctuations in foreign currency rates on certain financial results can facilitate analysis of period-to-period comparisons of business performance.

#### ***Fiscal Year***

Our fiscal year is the fifty-two or fifty-three week period which ends on the Friday nearest September 30th. The fiscal year ending October 1, 2021 is a fifty-two week period and the fiscal year ended October 2, 2020 was a fifty-three week period.

## Results of Operations

The following tables present an overview of our results on a consolidated and segment basis with the amount of and percentage change between periods for the three and six months ended April 2, 2021 and March 27, 2020 (dollars in millions).

	Three Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
Revenue	\$ 2,819.7	\$ 3,731.6	\$ (911.9)	(24.4)%
Costs and Expenses:				
Cost of services provided (exclusive of depreciation and amortization)	2,592.3	3,407.6	(815.3)	(23.9)%
Other operating expenses	222.0	223.1	(1.1)	0.4 %
Goodwill impairment	—	198.6	(198.6)	(100.0)%
	2,814.3	3,829.3	(1,015.0)	(26.5)%
Operating income (loss)	5.4	(97.7)	103.1	(105.5)%
Interest and Other Financing Costs, net	96.3	99.8	(3.5)	(3.6)%
Loss Before Income Taxes	(90.9)	(197.5)	106.6	(54.0)%
(Benefit) Provision for Income Taxes	(13.3)	4.5	(17.8)	***
Net loss	\$ (77.6)	\$ (202.0)	\$ 124.4	(61.6)%

\*\*\* Not meaningful

Revenue by Segment <sup>(1)(2)</sup>	Three Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
FSS United States	\$ 1,551.0	\$ 2,231.1	\$ (680.1)	(30.5)%
FSS International	677.7	853.5	(175.8)	(20.6)%
Uniform	591.0	647.0	(56.0)	(8.7)%
	\$ 2,819.7	\$ 3,731.6	\$ (911.9)	(24.4)%

Operating Income (Loss) by Segment <sup>(2)</sup>	Three Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
FSS United States	\$ 0.9	\$ 65.8	\$ (64.9)	(98.7)%
FSS International	12.3	(191.2)	203.5	(106.4)%
Uniform	21.7	46.8	(25.1)	(53.6)%
Corporate	(29.5)	(19.1)	(10.4)	54.8 %
	\$ 5.4	\$ (97.7)	\$ 103.1	(105.5)%

(1) As a percentage of total revenue, FSS United States represented 55.0% and 59.8%, FSS International represented 24.0% and 22.9% and Uniform represented 21.0% and 17.3% for the three month periods ended April 2, 2021 and March 27, 2020, respectively.

(2) COVID-19 had a more significant negative impact on revenue and operating income (loss) for all segments during the three month period of fiscal 2021 than the three month period of fiscal 2020, as the pandemic did not materially affect operations until late in the second quarter of fiscal 2020.

	Six Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
Revenue	\$ 5,563.5	\$ 7,985.2	\$ (2,421.7)	(30.3)%
Costs and Expenses:				
Cost of services provided (exclusive of depreciation and amortization)	5,127.9	7,175.7	(2,047.8)	(28.5)%
Other operating expenses	450.7	454.3	(3.6)	(0.8)%
Goodwill impairment	—	198.6	(198.6)	(100.0)%
	5,578.6	7,828.6	(2,250.0)	(28.7)%
Operating (loss) income	(15.1)	156.6	(171.7)	(109.7)%
Interest and Other Financing Costs, net	196.7	179.4	17.3	9.6 %
Loss Before Income Taxes	(211.8)	(22.8)	(189.0)	***
(Benefit) Provision for Income Taxes	(52.8)	33.3	(86.1)	(258.2)%
Net loss	\$ (159.0)	\$ (56.1)	\$ (102.9)	183.3 %

\*\*\* Not meaningful

Revenue by Segment <sup>(3)(4)</sup>	Six Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
FSS United States	\$ 2,996.8	\$ 4,870.1	\$ (1,873.3)	(38.5)%
FSS International	1,372.2	1,799.7	(427.5)	(23.8)%
Uniform	1,194.5	1,315.4	(120.9)	(9.2)%
	\$ 5,563.5	\$ 7,985.2	\$ (2,421.7)	(30.3)%

Operating (Loss) Income by Segment <sup>(4)</sup>	Six Months Ended		Change	
	April 2, 2021	March 27, 2020	\$	%
FSS United States	\$ (13.9)	\$ 251.7	\$ (265.6)	(105.5)%
FSS International	9.3	(147.5)	156.8	(106.3)%
Uniform	53.8	100.1	(46.3)	(46.3)%
Corporate	(64.3)	(47.7)	(16.6)	34.7 %
	\$ (15.1)	\$ 156.6	\$ (171.7)	(109.7)%

(3) As a percentage of total revenue, FSS United States represented 53.9% and 61.0%, FSS International represented 24.6% and 22.5% and Uniform represented 21.5% and 16.5% for the six month periods ended April 2, 2021 and March 27, 2020, respectively.

(4) COVID-19 had a more significant negative impact on revenue and operating (loss) income for all segments during the six month period of fiscal 2021 than the six month period of fiscal 2020, as the pandemic did not materially affect operations until late in the second quarter of fiscal 2020.

### Consolidated Overview

Revenue decreased by approximately 24.4% and 30.3% during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The decreases were mainly due to COVID-19, primarily from our clients either reducing or ceasing operations at certain locations across all of our segments. COVID-19 negatively impacted revenue for the entire three and six month periods of fiscal 2021, whereas COVID-19 only negatively impacted revenue for a portion of both the three and six month periods of fiscal 2020. Foreign currency translation favorably impacted revenue for the three and six month periods of fiscal 2021 (approximately 1.2% and 0.9%).

The following table presents the cost of services provided (exclusive of depreciation and amortization) by segment and as a percent of revenue for the three and six month periods ended April 2, 2021 and March 27, 2020.

Cost of services provided (exclusive of depreciation and amortization) components	Three Months Ended				Six Months Ended			
	April 2, 2021		March 27, 2020		April 2, 2021		March 27, 2020	
	\$	% of Revenue	\$	% of Revenue	\$	% of Revenue	\$	% of Revenue
FSS United States	\$ 1,441.8	93.0 %	\$ 2,033.0	91.1 %	\$ 2,791.8	93.2 %	\$ 4,364.6	89.6 %
FSS International	643.8	95.0 %	823.2	96.4 %	1,320.4	96.2 %	1,703.7	94.7 %
Uniform	506.7	85.7 %	551.4	85.2 %	1,015.7	85.0 %	1,107.4	84.2 %
	<u>\$ 2,592.3</u>	<u>91.9 %</u>	<u>\$ 3,407.6</u>	<u>91.3 %</u>	<u>\$ 5,127.9</u>	<u>92.2 %</u>	<u>\$ 7,175.7</u>	<u>89.9 %</u>

The following table presents the percentages attributable to the components in cost of services provided (exclusive of depreciation and amortization) for the three and six month periods ended April 2, 2021 and March 27, 2020.

Cost of services provided (exclusive of depreciation and amortization) components	Three Months Ended		Six Months Ended	
	April 2, 2021	March 27, 2020	April 2, 2021	March 27, 2020
Food and support service costs <sup>(1)</sup>	24.1 %	27.4 %	24.0 %	28.1 %
Personnel costs <sup>(2)</sup>	51.6 %	49.0 %	51.9 %	47.4 %
Other direct costs	24.3 %	23.6 %	24.1 %	24.5 %
	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>	<u>100.0 %</u>

(1) Food and support service costs represented a lower proportion of total cost of services provided (exclusive of depreciation and amortization) during the three and six months ended April 2, 2021 mainly from reduced or ceased operations at certain client locations due to COVID-19 and, in addition, the impact of cost reduction efforts taken by management to reduce variable and fixed costs.

(2) Personnel costs represented a higher proportion of total cost of services provided (exclusive of depreciation and amortization) during the three and six months ended April 2, 2021 primarily due to some clients requiring us to maintain certain employment levels despite reduced operations, partially offset by labor related tax credits received from U.S. and non-U.S. governmental relief programs.

Operating income (loss) increased by approximately \$103.1 million during the three month period of fiscal 2021 and decreased by approximately \$171.7 million during the six month period of fiscal 2021 compared to the prior year periods, respectively.

The increase in operating income (loss) during the three month period of fiscal 2021 was primarily attributable to:

- a prior year goodwill impairment charge in the FSS International segment (approximately \$198.6 million);
- U.S. and non-U.S. governmental labor related tax credits received in relation to COVID-19 (see Note 1 to the condensed consolidated financial statements); and
- the favorable impact from headcount reductions taken during the second half of fiscal 2020.

These increases in operating income (loss) during the three month period of fiscal 2021 more than offset:

- the negative impact of COVID-19, which affected operations for the entire three month period of fiscal 2021, whereas COVID-19 did not negatively impact operations until late in the three month period of fiscal 2020;
- higher personnel costs from employee incentive expenses related to the annual bonus and employer retirement matching contributions; and
- higher share-based compensation expense due to actions taken in the prior year in response to COVID-19 and the shortening of the vesting period from four years to three years on the annual equity grants in September 2020.

Operating (loss) income decreased during the six month period of fiscal 2021 primarily due to:

- the negative impact of COVID-19, which affected operations for the entire six month period of fiscal 2021, whereas COVID-19 did not negatively impact operations until late in the six month period of fiscal 2020;
- higher personnel costs from employee incentive expenses related to the annual bonus and employer retirement matching contributions; and
- higher share-based compensation expense due to actions taken in the prior year in response to COVID-19, the shortening of the vesting period from four years to three years on the annual equity grants in September 2020 and the accelerated timing of the issuance of the annual grant.

These decreases in operating (loss) income during the six month period of fiscal 2021 more than offset:

- a prior year goodwill impairment charge in the FSS International segment (approximately \$198.6 million);
- U.S. and non-U.S. governmental labor related tax credits received in relation to COVID-19 (see Note 1 to the condensed consolidated financial statements); and
- the favorable impact from headcount reductions taken during the second half of fiscal 2020.

Interest and Other Financing Costs, net, decreased 3.6% during the three month period of fiscal 2021 and increased 9.6% during the six month period of fiscal 2021 compared to the prior year periods, respectively. The decrease during the three month period of fiscal 2021 was primarily due to prior year net charges of \$20.9 million related to refinancing activities, lower interest rates and lower borrowings on the Receivables Facility, partially offset by increased interest attributable to the issuance of \$1,500.0 million of 6.375% Senior Notes during the third quarter of fiscal 2020. The increase during the six month period of fiscal 2021 was primarily due to increased interest attributable to the issuance of \$1,500.0 million of 6.375% Senior Notes during the third quarter of fiscal 2020, which more than offset the prior year net charges of \$20.9 million related to refinancing activities and lower borrowings on the Receivables Facility.

The benefit for income taxes for the three and six month periods of fiscal 2021 was recorded at an effective rate of 14.6% and 24.9%, respectively, compared to the provision for income taxes recorded at an effective rate of (2.3)% and (146.3)% in the comparable prior year periods, respectively. As a result of the CARES Act, we recorded an income tax benefit, net, of approximately \$12.1 million and \$34.3 million during the three and six month periods ended April 2, 2021, respectively. In addition, we recorded a valuation allowance of \$10.1 million and \$26.2 million during the three and six month periods of fiscal 2021, respectively, against certain foreign tax credits that were re-established by the Net Operating Loss ("NOL") carryback (see Note 7 to the condensed consolidated financial statements). We recorded income tax expense of approximately \$3.7 million for both the three and six month periods ended March 27, 2020 as a result of the CARES Act. The income tax benefit during the three and six month periods of fiscal 2021 reflect the NOLs expected to be carried back to Pre-Tax Cut and Jobs Act years, which are benefited at an income tax rate of 35.0%. Our estimated annual effective tax rate for fiscal 2020 reflects a benefit from the CARES Act; however, the application of that rate to the ordinary pre-tax income (loss) in the quarter resulted in an expense for the three month period ended March 27, 2020. Within the FSS International segment, we also recorded a valuation allowance against deferred tax assets in certain subsidiaries from cumulative losses of approximately \$14.4 million for both the three and six month periods of fiscal 2021, and approximately \$8.6 million for both the three and six month periods of fiscal 2020. The effective tax rate for the three and six month periods of fiscal 2020 also includes income tax benefits of approximately \$26.9 million and \$45.5 million as a result of an excess tax benefit recognized in relation to equity awards exercised during the first and second quarters of fiscal 2020, including by the former Chairman, President and Chief Executive Officer. The Loss Before Income Taxes for the three and six month periods of fiscal 2020 includes a non-cash impairment charge of goodwill for \$198.6 million, which is nondeductible for income tax purposes.

## Segment Results

### FSS United States Segment

The FSS United States reportable segment consists of five operating sectors which have similar economic characteristics and are aggregated into a single operating segment. The five operating sectors of the FSS United States reportable segment are Business & Industry, Education, Healthcare, Sports, Leisure & Corrections and Facilities & Other.

Revenue for each of these sectors are summarized as follows (in millions):

	Three Months Ended		Change %	Six Months Ended		Change %
	April 2, 2021	March 27, 2020		April 2, 2021	March 27, 2020	
Business & Industry	\$ 157.8	\$ 369.2	(57.3)%	\$ 312.2	\$ 774.7	(59.7)%
Education	583.4	805.5	(27.6)%	1,096.6	1,806.6	(39.3)%
Healthcare	197.0	221.0	(10.9)%	383.8	448.2	(14.4)%
Sports, Leisure & Corrections	224.2	444.4	(49.5)%	450.7	1,053.3	(57.2)%
Facilities & Other	388.6	391.0	(0.6)%	753.5	787.3	(4.3)%
	<u>\$ 1,551.0</u>	<u>\$ 2,231.1</u>	<u>(30.5)%</u>	<u>\$ 2,996.8</u>	<u>\$ 4,870.1</u>	<u>(38.5)%</u>

Historically, the Healthcare, Education and Facilities & Other sectors generally have high-single digit operating income margins and the Business & Industry and Sports, Leisure & Corrections sectors generally have mid-single digit operating

income margins. As described above, during the COVID-19 pandemic, operating income margins in the FSS United States sectors differ from our otherwise historical patterns.

FSS United States segment revenue decreased by approximately 30.5% and 38.5% during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The decrease was primarily attributable to COVID-19, which significantly impacted our Sports, Leisure & Corrections sector due to limited professional sports stadium and arena attendance, our Business & Industry sector due to many clients working from home instead of the office and our Education sector where clients either have reduced or ceased operations at certain locations, including due to virtual or remote learning.

Operating income (loss) decreased by approximately \$64.9 million and \$265.6 million during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. Operating income (loss) was negatively impacted during the three and six month periods of fiscal 2021 due to COVID-19 from clients either reducing or ceasing operations at certain locations. COVID-19 negatively impacted operating income (loss) for the entire three and six month periods of fiscal 2021, whereas COVID-19 did not negatively impact operating income (loss) until late in both the three and six month periods of fiscal 2020. The decrease during the three and six month periods of fiscal 2021 was also attributable to:

- higher personnel costs from employee incentive expenses related to the annual bonus and employee retirement matching contributions; and
- higher expenses related to our medical insurance programs (approximately \$3.3 million and \$14.6 million).

Operating income (loss) during the six month period of fiscal 2021 also had lower income compared to the prior year period from the recovery of our investment (possessory interest) at one of the National Park Service sites within our Sports Leisure & Corrections sector (approximately \$5.3 million).

These decreases in operating income (loss) during the three and six month periods of fiscal 2021 more than offset the favorable impact from headcount reductions primarily taken during the second half of fiscal 2020, a prior year non-cash asset write-down related to information technology assets (approximately \$4.1 million for both periods) and lower costs related to sales growth initiatives (approximately \$2.5 million and \$7.6 million).

Operating income (loss) during the six month period of fiscal 2021 also benefited from higher income related to favorable loss experience in older insurance years under our general liability, automotive liability and workers' compensation programs when compared to the six month period of fiscal 2020 (approximately \$7.8 million).

#### ***FSS International Segment***

FSS International segment revenue decreased by approximately 20.6% and 23.8% during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The decrease was attributable to the negative impact of COVID-19 from additional restrictions and higher levels of lockdowns from government mandates in certain countries. The decrease was partially offset by the positive impact of foreign currency translation during the three and six month periods of fiscal 2021 (approximately 5.0% and 3.5%).

Operating income (loss) increased by approximately \$203.5 million and \$156.8 million during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The increase was attributable to a prior year goodwill impairment charge (approximately \$198.6 million for both periods), the favorable impact from headcount reductions primarily taken during the second half of fiscal 2020 and lower severance expenses (approximately \$8.3 million for both periods).

The increase in operating income (loss) during the three and six month periods of fiscal 2021 more than offset:

- the negative impact of COVID-19, partially offset by labor related tax credits provided from government assistance programs (see Note 1 to the condensed consolidated financial statements); and
- higher personnel costs from employee incentive expenses related to the annual bonus.

#### ***Uniform Segment***

Uniform segment revenue decreased by approximately 8.7% and 9.2% during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The decrease was primarily attributable to COVID-19.

Operating income (loss) decreased by approximately \$25.1 million and \$46.3 million during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The decrease was attributable to the negative impact of COVID-19, partially offset by labor related tax credits provided by government assistance programs (see Note 1 to the condensed consolidated financial statements). The decrease was also attributable to:

- higher personnel costs from employee incentive expenses related to the annual bonus and employer retirement matching contributions;
- a non-cash charge related to excess inventory (approximately \$5.0 million and \$10.0 million);



- higher personnel costs related to sales growth initiatives compared to the prior year period (approximately \$4.4 million and \$8.4 million);
- expenses related to the impact of the ice storm in Texas (approximately \$2.5 million for both periods); and
- a charge related to an environmental matter (approximately \$2.5 million for both periods).

Operating income (loss) benefited during the three and six month periods of fiscal 2021 from the favorable impact from headcount reductions primarily taken during the second half of fiscal 2020 and lower merger and integration charges from the AmeriPride acquisition (approximately \$3.0 million and \$7.5 million).

### **Corporate**

Corporate expenses, those administrative expenses not allocated to the business segments, increased by approximately \$10.4 million and \$16.6 million during the three and six month periods of fiscal 2021 compared to the prior year periods, respectively. The increase was attributable to:

- higher share-based compensation expense (approximately \$26.4 million and \$30.6 million), primarily due to the shortening of the vesting period on the annual equity grants in September 2020 from four years to three years and, for the six month period of fiscal 2021, the accelerated timing of the issuance of the annual grant. In addition, the prior year included a reversal of previously recognized share-based compensation expense based on lower than estimated target attainment on plan metrics for both the fiscal 2018 and fiscal 2019 performance stock unit grants as a result of COVID-19; and
- higher personnel costs from employee incentive expenses related to the annual bonus.

The increases in corporate expenses during the three and six month periods of fiscal 2021 more than offset the favorable impact from headcount reductions primarily taken during the second half of fiscal 2020, a decrease from the change in fair value from certain gasoline and diesel agreements (approximately \$14.5 million and \$14.6 million) and prior year severance and other costs associated with the departure of our former chief financial officer (approximately \$3.2 million for both periods).

The six month period of fiscal 2021 also includes a charge related to exposure for a payroll tax matter (approximately \$2.1 million).

### **Liquidity and Capital Resources**

#### **Overview**

Our principal sources of liquidity are cash generated from operating activities, funds from borrowings and existing cash on hand. As of April 2, 2021, we had \$1,400.0 million of cash and cash equivalents, approximately \$819.6 million of availability under our senior secured revolving credit facility and approximately \$389.7 million of availability under our Receivables Facility. A significant portion of our cash and cash equivalents are held in mature, liquid geographies where we have operations. As of April 2, 2021, there were approximately \$946.0 million of outstanding foreign currency borrowings.

In response to the COVID-19 pandemic, we previously undertook a number of actions to enhance our cash position, including increasing borrowings under our revolving credit facility and under our Receivables Facility, renegotiations of client contracts, salary and other compensation adjustments and reductions to general corporate expenses. In addition, on April 27, 2020, Aramark Services Inc. ("ASI"), our indirect wholly owned subsidiary, issued \$1,500.0 million aggregate principal amount of 6.375% Senior Notes due May 1, 2025 (the "6.375% 2025 Notes"). We continue to apply effective cost discipline to mitigate the negative impacts of COVID-19 as well as take advantage of relief provisions, including the CARES Act, CAA and other U.S. and foreign governmental programs (see Note 1 to the condensed consolidated financial statements). During the six month period of fiscal 2021, we repaid \$780.0 million of outstanding borrowings under our U.S. revolving credit facility and \$315.6 million of outstanding borrowings under our Receivables Facility utilizing cash and cash equivalents on hand.

On April 6, 2021, we entered into Amendment No. 11 ("Amendment No. 11") to the credit agreement, dated as of March 28, 2017 (as supplemented or otherwise modified from time to time, the "Credit Agreement"), which, among other things, increased the availability on the revolving credit facility by \$200.0 million and extended the maturity dates on a portion of the revolving credit facility, a portion of the Canadian dollar denominated term loan due October 2023, a portion of the euro denominated term loan due October 2023 and all of the yen denominated term loan due October 2023, in each case, to April 2026. We also extended the maturity date of the U.S. dollar denominated term loan due 2024 to April 2028. For additional information regarding Amendment No. 11, see Note 4 to the condensed consolidated financial statements.

On May 3, 2021, we issued a notice that we will optionally repay the entire outstanding aggregate principal amount of \$500.0 million on the 4.750% Senior Notes due 2026 (the "4.750% 2026 Notes") at a redemption price of 102.375% of the aggregate principal amount of the 4.750% 2026 Notes, together with accrued and unpaid interest on the 4.750% 2026 Notes effective on June 2, 2021.

While the full impact of COVID-19 on our long-term liquidity remains uncertain, we currently believe that our cash and cash equivalents, including funds from the 6.375% 2025 Notes and availability under our revolving credit facility and Receivables Facility, will be adequate to meet anticipated cash requirements to fund working capital, capital spending, debt service obligations, refinancings, dividends and other cash needs. As a result of our refinancing in April 2021, we have no significant debt maturities due until 2025 and, with the additional funds from the 6.375% 2025 Notes and the covenant relief attained as a result of the credit agreement amendment implemented in April 2020, we believe we have sufficient flexibility to manage the impact of COVID-19, based on our current assumptions. We also have flexibility to optimize working capital and defer certain capital expenditures as appropriate without a material impact to the business. We believe that our assumptions used to estimate our liquidity and working capital requirements are reasonable; however, due to the unprecedented current environment, we cannot assure that our assumptions will be correct and, as a consequence, our ability to be predictive is uncertain. For additional information regarding the impact of COVID-19, including on our liquidity and capital resources, see Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K filed with the SEC on November 24, 2020.

The table below summarizes our cash activity (in millions):

	Six Months Ended	
	April 2, 2021	March 27, 2020
Net cash provided by (used in) operating activities	\$ 221.9	\$ (91.6)
Net cash used in investing activities	(175.7)	(196.6)
Net cash (used in) provided by financing activities	(1,163.6)	1,245.3

Reference to the Condensed Consolidated Statements of Cash Flows will facilitate understanding of the discussion that follows.

#### ***Cash Flows Provided by (Used in) Operating Activities***

Cash provided by operating activities was \$221.9 million during the six month period of fiscal 2021, a \$313.5 million increase compared to \$91.6 million of cash used in operating activities for the six month period of fiscal 2020. The increase was driven by a \$112.5 million source of cash from operating assets and liabilities during the six month period of fiscal 2021 compared to a \$597.7 million use of cash during the six month period of fiscal 2020. The increase from the change in operating assets and liabilities was partially offset by the net loss and non-cash charges, including the prior year non-cash impairment charge related to goodwill of approximately \$198.6 million. During the six month period of fiscal 2021, as discussed in "Results of Operations" above, net loss increased compared to the six month period of fiscal 2020 from the negative impact of COVID-19 on our business operations. The \$710.2 million change in operating assets and liabilities compared to the prior year period was primarily due to the following:

- Accrued expenses was favorable by \$311.8 million, generating a source of cash during the six month period of fiscal 2021 compared to a use of cash during the six month period of fiscal 2020 primarily due to the following: lower payments related to the annual bonus partially offset by the current year accrual; lower commission payments in our Sports business; lower revenues in the current year period compared to the prior year period from lower client advances within our Higher Education business as a result of COVID-19; the timing of interest payments; and lower payroll tax payments related to the deferral of payments allowed under the CARES Act;
- Accounts payable was favorable by \$226.0 million, generating a source of cash during the six month period of fiscal 2021 compared to a use of cash during the six month period of fiscal 2020 due to the timing of disbursements and COVID-19 impacting more of the current period compared to the prior year period across all reporting segments;
- Prepayments and Other Current Assets was favorable by \$93.2 million, generating a source of cash during the six month period of fiscal 2021 compared to a use of cash during the six month period of fiscal 2020 mainly from proceeds received from the fiscal 2020 federal income tax return (approximately \$93.6 million); and
- Receivables was favorable by \$66.9 million, generating less of a use of cash during the six month period of fiscal 2021 compared to the six month period of fiscal 2020 due to improved collections.

The six month period of fiscal 2021 includes approximately \$88.9 million of proceeds associated with labor related tax credits mostly from many foreign jurisdictions in which we operate as a form of relief from COVID-19 (see Note 1 to the condensed consolidated financial statements). During the six month periods of fiscal 2021 and fiscal 2020, we received proceeds of approximately \$17.0 million and \$12.5 million, respectively, related to favorable loss experience in older insurance years under our general liability, automobile liability and workers' compensation programs. The "Other operating activities" caption reflects adjustments to net loss in the current year and prior year periods related to non-cash gains and losses and non-operating cash gains and losses and fluctuations in certain non-current liabilities (insurance).

### **Cash Flows Used in Investing Activities**

The net cash flows used in investing activities were lower during the six month period of fiscal 2021 compared to the six month period of fiscal 2020 due to lower capital expenditures. This decrease was partially offset by an increase in acquisitions and from an investment to a client that is reimbursable. The "Proceeds from governmental agencies related to property and equipment" caption includes approximately \$10.0 million and \$15.3 million of proceeds during the six month periods of fiscal 2021 and 2020, respectively, relating to the recovery of our investment (possessory interest) at one of the National Park Service sites within our Sports, Leisure & Corrections sector. The six month period of fiscal 2020 also includes approximately \$8.3 million of proceeds from government grants related to our new headquarters.

On April 28, 2021, we signed an agreement to acquire Next Level Hospitality, a premier provider of culinary and environmental services in the senior living industry, specializing in skilled nursing and rehabilitation facilities. Founded in 2017, Next Level serves hundreds of locations in the U.S., primarily in the East Coast, Midwest and Texas. The deal is scheduled to close in our fiscal third quarter, subject to customary closing conditions and regulatory approvals.

### **Cash Flows (Used in) Provided by Financing Activities**

During the six month period of fiscal 2021, cash used in financing activities was impacted by the following:

- the repayment of borrowings under the U.S. revolving credit facility (\$780.0 million);
- repayments under the Receivables Facility (\$315.6 million); and
- repayments of term loan borrowings (\$42.9 million).

During the six month period of fiscal 2020, cash provided by financing activities was impacted by the following:

- issuance of a new U.S. denominated term loan due January 2027, net of original issue discount (\$898.9 million);
- an increase in borrowings under the revolving credit facility (\$948.8 million);
- an increase in funding under the Receivables Facility (\$400.0 million);
- an increase in proceeds from issuance of common stock as a result of higher stock option exercises (\$85.0 million); and
- cash proceeds received from a stockholder in connection with short-swing profits earned through transactions in our common stock, which are included in "Other financing activities" (\$14.8 million); which more than offset
- repayment of the aggregate principal amount of the 5.125% Senior Notes, due 2024 (\$900 million); and
- payment of fees and expenses related to refinancing activities, which is included in "Other financing activities," including a call premium (\$23.1 million) and capitalized third party costs (\$6.6 million).

The "Other financing activities" caption also reflects a use of cash during the six month periods of fiscal 2021 and fiscal 2020, primarily related to taxes paid by us when we withhold shares upon an employee's exercise or vesting of equity awards to cover income taxes.

During the second quarter of fiscal 2020, we repurchased 0.3 million shares of our common stock for \$6.5 million under the fiscal 2019 share repurchase program which will expire in July 2022. In accordance with Amendment No. 9 ("Amendment No. 9") to the Credit Agreement entered into during the third quarter of fiscal 2020, we cannot make any future share repurchases as long as the covenant compliance waiver remains in effect (see below).

On February 2, 2021, our stockholders approved the Third Amended and Restated 2013 Stock Incentive Plan, which amends and restates our 2013 Incentive Plan last amended on January 29, 2020. The Third Amended and Restated 2013 Stock Incentive Plan provides for up to 3.5 million of new shares authorized for issuance to participants, in addition to the shares that remained available for issuance under the 2013 Incentive Plan as of February 2, 2021.

On February 2, 2021, our stockholders approved the Aramark 2021 Employee Stock Purchase Plan ("ESPP"). The ESPP allows eligible employees to contribute up to 10% of their eligible pay toward the quarterly purchase of our common stock, subject to an annual maximum dollar amount. The purchase price is 85% of the lesser of the i) fair market value per share of our common stock as determined on the purchase date or ii) fair market value per share of our common stock as determined on the first trading day of the quarterly offering period. Purchases under the ESPP are made in March, June, September and December. The aggregate number of shares of common stock that may be issued under the ESPP may not exceed 12.5 million shares. Our first purchase window began on April 1, 2020. There were no shares purchased under the ESPP during the three and six months ended April 2, 2021 as the first purchase will not occur until June of fiscal 2021.

### ***Covenant Compliance***

The Credit Agreement contains a number of covenants that, among other things, restrict, subject to certain exceptions, our ability and the ability of our subsidiaries to: incur additional indebtedness; issue preferred stock or provide guarantees; create liens on assets; engage in mergers or consolidations; sell assets; pay dividends; make distributions or repurchase our capital stock; make investments, loans or advances; repay or repurchase any subordinated debt, except as scheduled or at maturity; create restrictions on the payment of dividends or other amounts to us from our restricted subsidiaries; make certain acquisitions; engage in certain transactions with affiliates; amend material agreements governing our subordinated debt (or any indebtedness that refinances our subordinated debt); and fundamentally change our business. The indentures governing our senior notes contain similar provisions. As of April 2, 2021, we were in compliance with these covenants.

As stated above, the Credit Agreement and the indentures governing our senior notes contain provisions that restrict our ability to pay dividends and repurchase stock (collectively, "Restricted Payments"). In addition to customary exceptions, the Credit Agreement and indentures permit Restricted Payments in the aggregate up to an amount that increases quarterly by 50% of our Consolidated Net Income, as such term is defined in these debt agreements, subject to being in compliance with the interest coverage ratio described below.

Under the Credit Agreement, we are required to satisfy and maintain specified financial ratios and other financial condition tests and covenants. The indentures governing our senior notes also require us to comply with certain financial ratios in order to take certain actions. Our continued ability to meet those financial ratios, tests and covenants can be affected by events beyond our control, and there can be no assurance that we will meet those ratios, tests and covenants.

In accordance with Amendment No. 9 to the Credit Agreement entered into during the third quarter of fiscal 2020, a covenant waiver period is in effect during the three and six months ended April 2, 2021, as the amendment suspends the Consolidated Secured Debt Ratio covenant required under the Credit Agreement for four fiscal quarters, commencing with the fourth quarter of fiscal 2020 through the third quarter of fiscal 2021. Additionally, in accordance with Amendment No. 9, we cannot make any future share repurchases as long as the covenant compliance waiver remains in effect. For additional information regarding the covenant waiver period and related provisions, see Part I, Item 7, "Liquidity and Capital Resources" in our Annual Report on Form 10-K filed with the SEC on November 24, 2020.

These financial ratios, tests and covenants involve the calculation of certain measures that we refer to in this discussion as "Covenant Adjusted EBITDA." Covenant Adjusted EBITDA is not a measurement of financial performance under U.S. GAAP. Covenant Adjusted EBITDA is defined as net income (loss) of ASI and its restricted subsidiaries plus interest and other financing costs, net, provision (benefit) for income taxes and depreciation and amortization, further adjusted to give effect to adjustments required in calculating covenant ratios and compliance under our Credit Agreement and the indentures governing our senior notes.

Our presentation of these measures has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our results as reported under U.S. GAAP. You should not consider these measures as alternatives to net income (loss) or operating income (loss) determined in accordance with U.S. GAAP. Covenant Adjusted EBITDA, as presented by us, may not be comparable to other similarly titled measures of other companies because not all companies use identical calculations.

The following is a reconciliation of net loss attributable to ASI stockholder, which is a U.S. GAAP measure of ASI's operating results, to Covenant Adjusted EBITDA as defined in our debt agreements. The terms and related calculations are defined in the Credit Agreement and the indentures governing our senior notes. Covenant Adjusted EBITDA is a measure of ASI and its restricted subsidiaries only and does not include the results of Aramark.

(in millions)	Twelve Months Ended April 2, 2021	
Net loss attributable to ASI stockholder	\$	(563.8)
Interest and other financing costs, net		400.1
Benefit for income taxes		(272.4)
Depreciation and amortization		575.2
Share-based compensation expense <sup>(1)</sup>		61.0
Unusual or non-recurring (gains) and losses		—
Pro forma EBITDA for equity method investees <sup>(2)</sup>		9.4
Pro forma EBITDA for certain transactions <sup>(3)</sup>		1.9
Other <sup>(4)</sup>		500.7
Covenant Adjusted EBITDA	\$	712.1

- (1) Represents share-based compensation expense resulting from the application of accounting for stock options, restricted stock units, performance stock units and deferred stock unit awards (see Note 9 to the condensed consolidated financial statements).
- (2) Represents our estimated share of EBITDA, primarily from our AIM Services Co., Ltd. equity method investment, not already reflected in our Net loss attributable to ASI stockholder. EBITDA for this equity method investee is calculated in a manner consistent with consolidated Covenant Adjusted EBITDA but does not represent cash distributions received from this investee.
- (3) Represents the annualizing of net EBITDA from acquisitions made during the period.
- (4) "Other" for the twelve months ended April 2, 2021, includes labor charges, incremental expenses and other expenses associated with closed or partially closed client locations resulting from the COVID-19 pandemic, net of U.S. and non-U.S. governmental labor related credits (\$227.9 million), severance charges (\$145.0 million), non-cash impairment charges related to various assets (\$34.3 million), non-cash charge related to operating lease right-of-use assets, property and equipment and other assets from disposal by abandonment of certain rental properties (\$29.4 million), adjustments to remove the impact attributable to the adoption of certain accounting standards that are made to the calculation in accordance with the Credit Agreement and indentures (\$24.8 million), non-cash charges related to information technology assets (\$22.0 million), charges related to a client contract dispute (\$17.9 million), expenses related to merger and integration related charges (\$17.6 million), gain from the insurance proceeds received related to property damage from a tornado in Nashville (\$16.3 million), the gain from the change in fair value related to certain gasoline and diesel agreements (\$14.0 million), non-cash charges for excess inventory (\$10.0 million), a favorable non-cash settlement of a multiemployer pension plan obligation (\$6.7 million), expenses related to the impact of the ice storm in Texas (\$2.5 million), a non-cash charge related to an environmental matter (\$2.5 million), the impact of hyperinflation in Argentina (\$2.3 million) and other miscellaneous expenses.

Our covenant requirement and actual ratio for the twelve months ended April 2, 2021 are as follows<sup>(1)</sup>:

	Covenant Requirement	Actual Ratio
Interest Coverage Ratio (Fixed Charge Coverage Ratio) <sup>(2)</sup>	2.000x	1.79

- (1) The covenant waiver period for the Consolidated Secured Debt Ratio covenant is in effect for the fourth quarter of fiscal 2020 through the third quarter of fiscal 2021.
- (2) Our Credit Agreement establishes an incurrence-based minimum Interest Coverage Ratio, defined as Covenant Adjusted EBITDA to consolidated interest expense, the achievement of which is a condition for us to incur additional indebtedness and to make certain restricted payments and does not result in a default under the Credit Agreement or the indentures governing the senior notes. If we do not maintain this minimum Interest Coverage Ratio calculated on a pro forma basis for any such additional indebtedness or restricted payments, we could be prohibited from being able to (1) incur additional indebtedness, other than the incremental capacity provided for under our Credit Agreement and pursuant to specified exceptions, and (2) make certain restricted payments, other than pursuant to certain exceptions. However, our failure to maintain the minimum Interest Coverage Ratio does not result in a default or an event of default under either the Credit Agreement or the indentures governing the senior notes. The minimum Interest Coverage Ratio is 2.000x for the term of the Credit Agreement. Consolidated interest expense is defined in our Credit Agreement as

consolidated interest expense excluding interest income, adjusted for acquisitions and dispositions, further adjusted for certain non-cash or nonrecurring interest expense and our estimated share of interest expense from one equity method investee. The indentures governing our senior notes include a similar requirement which is referred to as a Fixed Charge Coverage Ratio. Due to the impact of COVID-19 on our financial results, we fell below the covenant requirement of 2.000x related to this financial ratio during the second quarter of fiscal 2021. The short-term failure to maintain this ratio at the 2.000x level does not have a material impact on our business, results of operations or capital market strategies.

Subject to restrictions imposed upon us during the covenant waiver period in accordance with Amendment No. 9 to the Credit Agreement, we and our subsidiaries and affiliates may from time to time, in our sole discretion, purchase, repay, redeem or retire any of our outstanding debt securities (including any publicly issued debt securities), in privately negotiated or open market transactions, by tender offer or otherwise, or extend or refinance any of our outstanding indebtedness.

#### **Supplemental Consolidating Information**

Pursuant to Regulation S-X Rule 13-01, which simplifies certain disclosure requirements for guarantors and issuers of guaranteed securities, we are no longer required to provide condensed consolidating financial statements for Aramark and its subsidiaries, including the guarantors and non-guarantors under our Credit Agreement and the indentures governing our senior notes. ASI, the borrower under our Credit Agreement and the indentures governing our senior notes, and its restricted subsidiaries together comprise substantially all of our assets, liabilities and operations, and there are no material differences between the consolidating information related to Aramark and Aramark Intermediate Holdco Corporation, the direct parent of ASI and a guarantor under our Credit Agreement, on the one hand, and ASI and its restricted subsidiaries on a standalone basis, on the other hand.

#### **Other**

Our business activities do not include the use of unconsolidated special purpose entities and there are no significant business transactions that have not been reflected in the accompanying financial statements. We insure portions of our general liability, automobile liability and workers' compensation risks through a wholly owned captive insurance subsidiary (the "Captive") to enhance our risk financing strategies. The Captive is subject to the regulations within its domicile of Bermuda, including regulations established by the Bermuda Monetary Authority (the "BMA") relating to levels of liquidity and solvency as such concepts are defined by the BMA. The Captive was in compliance with these regulations as of April 2, 2021. These regulations may have the effect of limiting our ability to access certain cash and cash equivalents held by the Captive for uses other than for the payment of our general liability, automobile liability and workers' compensation claims and related Captive costs. As of April 2, 2021 and October 2, 2020, cash and cash equivalents at the Captive were \$142.1 million and \$92.1 million, respectively.

#### **Critical Accounting Policies and Estimates**

Our significant accounting policies are described in the notes to the consolidated financial statements included in our Form 10-K, filed with the SEC on November 24, 2020. As described in such notes, we recognize revenue in the period in which the performance obligation is satisfied. For a more complete discussion of the critical accounting policies and estimates that we have identified in the preparation of our condensed consolidated financial statements, please refer to our Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Form 10-K, filed with the SEC on November 24, 2020.

In preparing our financial statements, management is required to make estimates and assumptions that, among other things, affect the reported amounts of assets, liabilities, revenue and expenses. These estimates and assumptions are most significant where they involve levels of subjectivity and judgment necessary to account for highly uncertain matters or matters susceptible to change, and where they can have a material impact on our financial condition and operating performance. If actual results were to differ materially from the estimates made, the reported results could be materially affected.

Critical accounting estimates and the related assumptions are evaluated periodically as conditions warrant, and changes to such estimates are recorded as new information or changed conditions require.

#### **New Accounting Standard Updates**

See Note 1 to the condensed consolidated financial statements for a full description of recent accounting standard updates, including the expected dates of adoption.

### **Item 3. Quantitative and Qualitative Disclosure About Market Risk**

We are exposed to the impact of interest rate changes and manage this exposure through the use of variable-rate and fixed-rate debt and by utilizing interest rate swaps. We do not enter into contracts for trading purposes and do not use leveraged instruments. The market risk associated with debt obligations as of April 2, 2021 has not materially changed from October 2,

2020 (see Item 7A "Quantitative and Qualitative Disclosure About Market Risk" in our Form 10-K for the fiscal year ended October 2, 2020 filed with the SEC on November 24, 2020). During the first quarter of fiscal 2021, we repaid \$780.0 million principal amount outstanding on the U.S. revolving credit facility and \$315.6 million of outstanding borrowings under the Receivables Facility. On June 2, 2021, we will repay the entire outstanding aggregate principal amount of \$500.0 million on the 4.750% 2026 Notes at a redemption price of 102.375% of the aggregate principal amount of the 4.750% 2026 Notes, together with accrued and unpaid interest on the 4.750% 2026 Notes to the redemption date. See Note 4 to the condensed consolidated financial statements related to the changes in our debt levels. See Note 5 to the condensed consolidated financial statements for a discussion of our derivative instruments and Note 13 for the disclosure of the fair value and related carrying value of our debt obligations as of April 2, 2021.

#### **Item 4. Controls and Procedures**

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report. Based on that evaluation, management, with the participation of our Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures, as of the end of the period covered by this report, are functioning effectively to provide reasonable assurance that the information required to be disclosed by us in reports filed under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to our management, including our principal executive and principal financial officers, to allow timely decisions regarding required disclosures. A controls system, no matter how well designed and operated, cannot provide absolute assurance that the objectives of the controls system are met and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected. No change in our internal control over financial reporting occurred during our second quarter of fiscal 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.



## PART II

### **Item 1. Legal Proceedings**

Our business is subject to various federal, state and local laws and regulations governing, among other things, the generation, handling, storage, transportation, treatment and disposal of water wastes and other substances. We engage in informal settlement discussions with federal, state, local and foreign authorities regarding allegations of violations of environmental laws in connection with our operations or businesses conducted by our predecessors or companies that we have acquired, the aggregate amount of which and related remediation costs we do not believe should have a material adverse effect on our financial condition or results of operations as of April 2, 2021.

From time to time, we and our subsidiaries are party to various legal actions, proceedings and investigations involving claims incidental to the conduct of our business, including those brought by clients, consumers, employees, government entities and third parties under, among others, federal, state, international, national, provincial and local employment laws, wage and hour laws, discrimination laws, immigration laws, human health and safety laws, import and export controls and customs laws, environmental laws, false claims or whistleblower statutes, minority, women and disadvantaged business enterprise statutes, tax codes, antitrust and competition laws, consumer protection statutes, procurement regulations, intellectual property laws, food safety and sanitation laws, cost and accounting principles, the Foreign Corrupt Practices Act, the U.K. Bribery Act, other anti-corruption laws, lobbying laws, motor carrier safety laws, data privacy and security laws and alcohol licensing and service laws, or alleging negligence and/or breaches of contractual and other obligations. Based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such actions, proceedings or investigations are likely to be, individually or in the aggregate, material to our business, financial condition, results of operations or cash flows. However, in the event of unexpected further developments, it is possible that the ultimate resolution of these matters, or other similar matters, if unfavorable, may be materially adverse to our business, financial condition, results of operations or cash flows.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

### **Item 3. Defaults Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures**

None.

### **Item 5. Other Information**

None.

### **Item 6. Exhibits**

See the Exhibit Index which is incorporated herein by reference.



**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, thereunto duly authorized, on May 11, 2021.

Aramark

By:

/s/ THOMAS G. ONDROF

Name:

**Thomas G. Ondrof**

Title:

**Executive Vice President and Chief Financial Officer (Principal  
Financial Officer, Principal Accounting Officer and Authorized  
Signatory)**

## Exhibit Index

Exhibit No.	Description
<a href="#">4.1*</a>	<a href="#">Second Supplemental Indenture governing the 5.000% Senior Notes due April 2025, dated as of April 30, 2021, among the subsidiary guarantors named therein, each a subsidiary of Aramark Services, Inc., and The Bank of New York Mellon, as trustee.</a>
<a href="#">4.2*</a>	<a href="#">Second Supplemental Indenture governing the 3.125% Senior Notes due April 2025, dated as of April 30, 2021, among the subsidiary guarantors named therein, each a subsidiary of Aramark Services, Inc., and The Bank of New York Mellon, as trustee.</a>
<a href="#">4.3*</a>	<a href="#">First Supplemental Indenture governing the 6.375% Senior Notes due May 2025, dated as of April 30, 2021, among the subsidiary guarantors named therein, each a subsidiary of Aramark Services, Inc., and U.S. Bank National Association, as trustee.</a>
<a href="#">4.4*</a>	<a href="#">Fourth Supplemental Indenture governing the 4.750% Senior Notes due June 2026, dated as of April 30, 2021, among the subsidiary guarantors named therein, each a subsidiary of Aramark Services, Inc., and The Bank of New York Mellon, as trustee.</a>
<a href="#">4.5*</a>	<a href="#">Second Supplemental Indenture governing the 5.000% Senior Notes due February 2028, dated as of April 30, 2021, among the subsidiary guarantors named therein, each a subsidiary of Aramark Services, Inc., and U.S. Bank National Association, as trustee.</a>
<a href="#">10.1</a>	<a href="#">Amendment No. 11 (the "Amendment"), dated as of April 6, 2021, among Aramark Services, Inc. (the "Company"), Aramark Intermediate HoldCo Corporation ("Holdings"), ARAMARK Canada Ltd. (the "Canadian Borrower"), ARAMARK Investments Limited, ARAMARK Limited (together with ARAMARK Investments Limited, the "UK Borrowers"), ARAMARK Ireland Holdings Limited, ARAMARK Regional Treasury Europe, Designated Activity Company (together with ARAMARK Ireland Holdings Limited, the "Irish Borrowers"), ARAMARK Holdings Deutschland GMBH (as successor by merger to ARAMARK Holdings GmbH &amp; Co. KG, the "German Borrower"), Aramark International Finance S.à.r.l. (the "Luxembourg Borrower"), certain other wholly-owned subsidiaries of the Company, the financial institutions party thereto and JPMorgan Chase Bank, N.A. as administrative agent for the Lenders (as defined below) and collateral agent for the secured parties thereunder to the credit agreement, dated March 28, 2017, among the Company, Holdings, the Canadian Borrower, the UK Borrower, the Irish Borrowers, the German Borrower, the Luxembourg Borrower and certain other wholly-owned domestic subsidiaries of the Company, the financial institutions from time to time party thereto (including the financial institutions party to the Amendment, the "Lenders"), the issuing banks named therein and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders and collateral agent for the secured parties thereunder (incorporated by reference to Exhibit 10.1 to Aramark's Current Report on Form 8-K filed with the SEC on April 9, 2021 pursuant to the Exchange Act (file number 001-36223)).</a>
<a href="#">10.2</a>	<a href="#">Aramark Third Amended and Restated 2013 Stock Incentive Plan of Aramark (incorporated by reference to Appendix A to the Company's Proxy Statement filed with the SEC on December 23, 2020 (file number 001-36223)).</a>
<a href="#">10.3</a>	<a href="#">Aramark 2021 Employee Stock Purchase Plan (incorporated by reference to Appendix B to the Company's Proxy Statement filed with the SEC on December 23, 2020 (file number 001-36223)).</a>
<a href="#">31.1*</a>	<a href="#">Certification of John J. Zillmer, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">31.2*</a>	<a href="#">Certification of Thomas G. Ondrof, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">32.1*</a>	<a href="#">Certification of John J. Zillmer, Chief Executive Officer, and Thomas G. Ondrof, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
<a href="#">101</a>	<a href="#">The following financial information from Aramark's Quarterly Report on Form 10-Q for the period ended April 2, 2021 formatted in inline XBRL: (i) Condensed Consolidated Balance Sheets as of April 2, 2021 and October 2, 2020; (ii) Condensed Consolidated Statements of Loss for the three and six months ended April 2, 2021 and March 27, 2020; (iii) Condensed Consolidated Statements of Comprehensive Loss for the three and six ended April 2, 2021 and March 27, 2020; (iv) Condensed Consolidated Statements of Cash Flows for the six months ended April 2, 2021 and March 27, 2020; (v) Condensed Consolidated Statements of Stockholders' Equity for the three and six months ended April 2, 2021 and March 27, 2020; and (vi) Notes to condensed consolidated financial statements.</a>
104	Inline XBRL for the cover page of this Quarterly Report on Form 10-Q; included in Exhibit 101 Inline XBRL document set.

\* Filed herewith.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and should not be relied

upon for that purpose. In particular, any representations and warranties made by the Company in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

The XBRL instance document does not appear in the interactive data file because the XBRL tags are embedded within the inline XBRL document.

## SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of April 30, 2021, among the entities listed in Schedule I hereto (each a "Guaranteeing Subsidiary," and together, the "Guaranteeing Subsidiaries"), each a subsidiary of Aramark Services, Inc., a Delaware corporation (the "Issuer"), and The Bank of New York Mellon, as trustee (the "Trustee").

## WITNESSETH

WHEREAS, the Issuer, the Parent Guarantor and the other Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of March 22, 2017, as supplemented by that first supplemental indenture, dated as of February 9, 2018 (collectively, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of 5.000% Senior Notes due 2025 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
  - (a) Along with all other Guarantors, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:
    - (i) the principal of, interest and premium and Additional Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiaries shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.
  - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any

other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and each Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiaries), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiaries, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiaries for the purpose of this Guarantee.

(h) Each Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of such Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiaries in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, each Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or such Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) (A) such Guaranteeing Subsidiary is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(C) immediately after such transaction, no Default exists; and

(D) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.

(5) Releases. The Guarantee of each Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of such Guaranteeing Subsidiary's Guarantee, upon:

(a) (i) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or all or substantially all the assets of such Guaranteeing Subsidiary which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;

(ii) the release or discharge of the guarantee by such Guaranteeing Subsidiary of the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(iii) the proper designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or

(iv) the Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(b) such Guaranteeing Subsidiary delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiaries shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiaries) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and Adobe Sign or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Anything in this Supplemental Indenture or the Notes to the contrary notwithstanding, each party agrees that for the purposes of the transactions contemplated by this Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, Officers' Certificates, Issuer

Orders and Opinions of Counsel) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied or faxed or other electronic signatures created on an electronic platform, such as DocuSign, or by digital signature, such as Adobe Sign, (or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion), and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary.

(11) Subrogation. Each Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by such Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, such Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. Each Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.



IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**ALCATRAZ HOSPITALITY, LLC**  
**CLIFF HOUSE HOSPITALITY, LLC**  
**CRATER LAKE HOSPITALITY, LLC**  
**GLEN CANYON RAFTING HOSPITALITY, LLC**  
**LIBERTY ISLANDS HOSPITALITY, LLC**  
**MUIR WOODS HOSPITALITY, LLC**  
**NATIONAL MALL HOSPITALITY, LLC**  
**NORTH RIM HOSPITALITY, LLC**  
**OLYMPIC PENINSULA HOSPITALITY, LLC**  
**RUSHMORE HOSPITALITY, LLC**  
**SOUTH RIM HOSPITALITY, LLC**  
**WILDERNESS RIVER ADVENTURES, LLC**

by Aramark Sports and Entertainment Services, LLC, its sole member

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

**ARAMARK EQUIPMENT, LLC**

by Aramark Qualified Opportunity Fund, LLC, its managing member

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

**ARAMARK PERSONNEL SERVICES, LLC**

by Aramark Processing, LLC, its sole member

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

**ARAMARK TECHNICAL SERVICES OF NEW YORK, LLC**

by Aramark Construction and Energy Service, LLC, its sole member

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

**ARAMARK UNIFORM SERVICES (SUPPLY CHAIN), LLC**

by Aramark Uniform & Career Apparel, LLC, its sole member

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

**GOOD UNCLE SERVICES, LLC**

**EVERSAFE SERVICES, LLC**

by Aramark Services, Inc., its sole member

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

**THE BANK OF NEW YORK MELLON**, as Trustee  
by Aramark Services, Inc., its sole member

By: /s/ LESLIE MORALES  
Name: Leslie Morales  
Title: Vice President

*[Signature Page to 2025 Dollar Notes Supplemental Indenture]*

**Schedule I**

**Guaranteeing Subsidiaries**

	<b>Entity Name</b>	<b>Jurisdiction</b>
1.	Olympic Peninsula Hospitality, LLC	Delaware
2.	Rushmore Hospitality, LLC	Delaware
3.	South Rim Hospitality, LLC	Delaware
4.	Muir Woods Hospitality, LLC	Delaware
5.	Aramark Personnel Services, LLC	Delaware
6.	Glen Canyon Rafting Hospitality, LLC	Delaware
7.	Crater Lake Hospitality, LLC	Delaware
8.	Alcatraz Hospitality, LLC	Delaware
9.	Wilderness River Adventures, LLC	Delaware
10.	North Rim Hospitality, LLC	Delaware
11.	Cliff House Hospitality, LLC	Delaware
12.	Liberty Islands Hospitality, LLC	Delaware
13.	Good Uncle Services, LLC	Delaware
14.	Aramark Uniform Services (Supply Chain), LLC	Delaware
15.	Aramark Equipment, LLC	Delaware
16.	Aramark Technical Services of New York, LLC	Delaware
17.	EverSafe Services, LLC	Delaware
18.	National Mall Hospitality, LLC	Delaware

## SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of April 30, 2021, among the entities listed in Schedule I hereto (each a "Guaranteeing Subsidiary" and together, the "Guaranteeing Subsidiaries"), each a subsidiary of Aramark Services, Inc., a Delaware corporation (the "Company"), and The Bank of New York Mellon, as trustee (the "Trustee").

## WITNESSETH

WHEREAS, Aramark International Finance S.à r.l., a *société à responsabilité limitée* incorporated under the laws of Luxembourg (the "Issuer"), and a wholly owned subsidiary of the Parent Guarantor and the Company, the Parent Guarantor, the Company and the other Guarantors have heretofore executed and delivered to the Trustee, an indenture, dated as of March 27, 2017, as supplemented by that first supplemental indenture, dated as of February 9, 2018 (collectively, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of the Issuer's 3.125% Senior Notes due 2025 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
  - (a) Along with all other Guarantors, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:
    - (i) the principal of, interest and premium and Additional Amounts, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiaries shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.
  - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the

same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and each Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiaries), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiaries, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiaries for the purpose of this Guarantee.

(h) Each Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded,

reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of such Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiaries in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, each Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not such Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) (A) such Guaranteeing Subsidiary is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(C) immediately after such transaction, no Default exists; and

(D) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may merge into or transfer all or part of its properties and assets to another Guarantor, including the Company, or the Issuer.

(5) Releases. The Guarantee of each Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of such Guaranteeing Subsidiary's Guarantee, upon:

(a) (i) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or all or substantially all the assets of such Guaranteeing Subsidiary which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;

(ii) the release or discharge of the guarantee by such Guaranteeing Subsidiary of the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(iii) the proper designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or

(iv) the Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(b) such Guaranteeing Subsidiary delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiaries shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiaries) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and Adobe Sign or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in



Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Anything in this Supplemental Indenture or the Notes to the contrary notwithstanding, each party agrees that for the purposes of the transactions contemplated by this Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, Officers' Certificates, Issuer Orders and Opinions of Counsel) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied or faxed or other electronic signatures created on an electronic platform, such as DocuSign, or by digital signature, such as Adobe Sign, (or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion), and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary.

(11) Subrogation. Each Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by such Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, such Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. Each Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**ALCATRAZ HOSPITALITY, LLC**  
**CLIFF HOUSE HOSPITALITY, LLC**  
**CRATER LAKE HOSPITALITY, LLC**  
**GLEN CANYON RAFTING HOSPITALITY, LLC**  
**LIBERTY ISLANDS HOSPITALITY, LLC**  
**MUIR WOODS HOSPITALITY, LLC**  
**NATIONAL MALL HOSPITALITY, LLC**  
**NORTH RIM HOSPITALITY, LLC**  
**OLYMPIC PENINSULA HOSPITALITY, LLC**  
**RUSHMORE HOSPITALITY, LLC**  
**SOUTH RIM HOSPITALITY, LLC**  
**WILDERNESS RIVER ADVENTURES, LLC**

by Aramark Sports and Entertainment Services, LLC, its sole member

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

**ARAMARK EQUIPMENT, LLC**

by Aramark Qualified Opportunity Fund, LLC, its managing member

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

**ARAMARK PERSONNEL SERVICES, LLC**

by Aramark Processing, LLC, its sole member

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

**ARAMARK TECHNICAL SERVICES OF NEW YORK, LLC**

by Aramark Construction and Energy Service, LLC, its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**ARAMARK UNIFORM SERVICES (SUPPLY CHAIN), LLC**

by Aramark Uniform & Career Apparel, LLC, its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**GOOD UNCLE SERVICES, LLC**

**EVERSAFE SERVICES, LLC**

by Aramark Services, Inc., its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**THE BANK OF NEW YORK MELLON**, as Trustee

By: /s/ LESLIE MORALES  
Name: Leslie Morales  
Title: Vice President

*[Signature Page to 2025 Euro Notes Supplemental Indenture]*

**Schedule I**

**Guaranteeing Subsidiaries**

	<b>Entity Name</b>	<b>Jurisdiction</b>
1.	Olympic Peninsula Hospitality, LLC	Delaware
2.	Rushmore Hospitality, LLC	Delaware
3.	South Rim Hospitality, LLC	Delaware
4.	Muir Woods Hospitality, LLC	Delaware
5.	Aramark Personnel Services, LLC	Delaware
6.	Glen Canyon Rafting Hospitality, LLC	Delaware
7.	Crater Lake Hospitality, LLC	Delaware
8.	Alcatraz Hospitality, LLC	Delaware
9.	Wilderness River Adventures, LLC	Delaware
10.	North Rim Hospitality, LLC	Delaware
11.	Cliff House Hospitality, LLC	Delaware
12.	Liberty Islands Hospitality, LLC	Delaware
13.	Good Uncle Services, LLC	Delaware
14.	Aramark Uniform Services (Supply Chain), LLC	Delaware
15.	Aramark Equipment, LLC	Delaware
16.	Aramark Technical Services of New York, LLC	Delaware
17.	EverSafe Services, LLC	Delaware
18.	National Mall Hospitality, LLC	Delaware

## FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of April 30, 2021, among the entities listed in Schedule I hereto (each a "Guaranteeing Subsidiary" and together, the "Guaranteeing Subsidiaries"), each a subsidiary of Aramark Services, Inc., a Delaware corporation (the "Issuer"), and U.S. Bank National Association, as trustee (the "Trustee").

## W I T N E S S E T H

WHEREAS, the Issuer, the Parent Guarantor and the other Guarantors have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of April 27, 2020, providing for the issuance of an unlimited aggregate principal amount of 6.375% Senior Notes due 2025 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
  - (a) Along with all other Guarantors, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:
    - (i) the principal of, interest and premium, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and
    - (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiaries shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.
  - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any

other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and each Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiaries), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiaries, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiaries for the purpose of this Guarantee.

(h) Each Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of such Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiaries in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, each Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or such Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) (A) such Guaranteeing Subsidiary is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(C) immediately after such transaction, no Default exists; and

(D) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or (ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.



(5) Releases. The Guarantee of each Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of such Guaranteeing Subsidiary's Guarantee, upon:

- (a) (i) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or all or substantially all the assets of such Guaranteeing Subsidiary which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;
  - (ii) the release or discharge of the guarantee by such Guaranteeing Subsidiary of the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;
  - (iii) the proper designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or
  - (iv) the Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and
- (b) such Guaranteeing Subsidiary delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiaries shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiaries) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and Adobe Sign or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Anything in this Supplemental Indenture or the Notes to the contrary notwithstanding, each party agrees that for the purposes of the transactions contemplated by this Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, Officers' Certificates, Issuer

Orders and Opinions of Counsel) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied or faxed or other electronic signatures created on an electronic platform, such as DocuSign, or by digital signature, such as Adobe Sign, (or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion), and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary.

(11) Subrogation. Each Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by such Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, such Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. Each Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**ALCATRAZ HOSPITALITY, LLC**  
**CLIFF HOUSE HOSPITALITY, LLC**  
**CRATER LAKE HOSPITALITY, LLC**  
**GLEN CANYON RAFTING HOSPITALITY, LLC**  
**LIBERTY ISLANDS HOSPITALITY, LLC**  
**MUIR WOODS HOSPITALITY, LLC**  
**NATIONAL MALL HOSPITALITY, LLC**  
**NORTH RIM HOSPITALITY, LLC**  
**OLYMPIC PENINSULA HOSPITALITY, LLC**  
**RUSHMORE HOSPITALITY, LLC**  
**SOUTH RIM HOSPITALITY, LLC**  
**WILDERNESS RIVER ADVENTURES, LLC**

by Aramark Sports and Entertainment Services, LLC, its sole member

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

**ARAMARK EQUIPMENT, LLC**

by Aramark Qualified Opportunity Fund, LLC, its managing member

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

**ARAMARK PERSONNEL SERVICES, LLC**

by Aramark Processing, LLC, its sole member

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

**ARAMARK TECHNICAL SERVICES OF NEW YORK, LLC**

by Aramark Construction and Energy Service, LLC, its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**ARAMARK UNIFORM SERVICES (SUPPLY CHAIN), LLC**

by Aramark Uniform & Career Apparel, LLC, its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**GOOD UNCLE SERVICES, LLC**

**EVERSAFE SERVICES, LLC**

by Aramark Services, Inc., its sole member

By: /s/ JAMES J. TARANGELO

Name: James J. Tarangelo

Title: Treasurer

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee

By: /s/ GREGORY P. GUIM  
Name: Gregory P. Guim  
Title: Vice President

*[Signature Page to 2025 Notes Supplemental Indenture]*

**Schedule I**

**Guaranteeing Subsidiaries**

	<b>Entity Name</b>	<b>Jurisdiction</b>
1.	Olympic Peninsula Hospitality, LLC	Delaware
2.	Rushmore Hospitality, LLC	Delaware
3.	South Rim Hospitality, LLC	Delaware
4.	Muir Woods Hospitality, LLC	Delaware
5.	Aramark Personnel Services, LLC	Delaware
6.	Glen Canyon Rafting Hospitality, LLC	Delaware
7.	Crater Lake Hospitality, LLC	Delaware
8.	Alcatraz Hospitality, LLC	Delaware
9.	Wilderness River Adventures, LLC	Delaware
10.	North Rim Hospitality, LLC	Delaware
11.	Cliff House Hospitality, LLC	Delaware
12.	Liberty Islands Hospitality, LLC	Delaware
13.	Good Uncle Services, LLC	Delaware
14.	Aramark Uniform Services (Supply Chain), LLC	Delaware
15.	Aramark Equipment, LLC	Delaware
16.	Aramark Technical Services of New York, LLC	Delaware
17.	EverSafe Services, LLC	Delaware
18.	National Mall Hospitality, LLC	Delaware

## FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of April 30, 2021, among the entities listed in Schedule I hereto (each a "Guaranteeing Subsidiary" and together, the "Guaranteeing Subsidiaries"), each a subsidiary of Aramark Services, Inc., a Delaware corporation (the "Issuer"), and The Bank of New York Mellon, as trustee (the "Trustee").

## W I T N E S S E T H

WHEREAS, the Issuer, the Parent Guarantor and the other Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of May 31, 2016, as supplemented by that supplemental indenture, dated as of September 21, 2016, as supplemented by that second supplemental indenture, dated as of December 7, 2016 and as supplemented by that third supplemental indenture, dated as of February 9, 2018 (collectively, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of 4.750% Senior Notes due 2026 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances each Guaranting Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Guaranting Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Agreement to Guarantee. Each Guaranting Subsidiary hereby agrees as follows:
  - (a) Along with all other Guarantors, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:
    - (i) the principal of, interest and premium and Additional Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranting Subsidiaries shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.
  - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the

same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and each Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiaries), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiaries, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiaries for the purpose of this Guarantee.

(h) Each Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded,



reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of such Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiaries in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, each Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or such Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) (A) such Guaranteeing Subsidiary is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(C) immediately after such transaction, no Default exists; and

(D) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or

(ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.

(5) Releases. The Guarantee of each Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of such Guaranteeing Subsidiary's Guarantee, upon:

(a) (i) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or all or substantially all the assets of such Guaranteeing Subsidiary which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;

(ii) the release or discharge of the guarantee by such Guaranteeing Subsidiary of the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(iii) the proper designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or

(iv) the Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(b) such Guaranteeing Subsidiary delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiaries shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiaries) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and Adobe Sign or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in

Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Anything in this Supplemental Indenture or the Notes to the contrary notwithstanding, each party agrees that for the purposes of the transactions contemplated by this Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, Officers' Certificates, Issuer Orders and Opinions of Counsel) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied or faxed or other electronic signatures created on an electronic platform, such as DocuSign, or by digital signature, such as Adobe Sign, (or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion), and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary.

(11) Subrogation. Each Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by such Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, such Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. Each Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**ALCATRAZ HOSPITALITY, LLC**  
**CLIFF HOUSE HOSPITALITY, LLC**  
**CRATER LAKE HOSPITALITY, LLC**  
**GLEN CANYON RAFTING HOSPITALITY, LLC**  
**LIBERTY ISLANDS HOSPITALITY, LLC**  
**MUIR WOODS HOSPITALITY, LLC**  
**NATIONAL MALL HOSPITALITY, LLC**  
**NORTH RIM HOSPITALITY, LLC**  
**OLYMPIC PENINSULA HOSPITALITY, LLC**  
**RUSHMORE HOSPITALITY, LLC**  
**SOUTH RIM HOSPITALITY, LLC**  
**WILDERNESS RIVER ADVENTURES, LLC**

by Aramark Sports and Entertainment Services, LLC, its sole member

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

**ARAMARK EQUIPMENT, LLC**

by Aramark Qualified Opportunity Fund, LLC, its managing member

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

**ARAMARK PERSONNEL SERVICES, LLC**

by Aramark Processing, LLC, its sole member

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

**ARAMARK TECHNICAL SERVICES OF NEW YORK, LLC**

by Aramark Construction and Energy Service, LLC, its sole member

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

**ARAMARK UNIFORM SERVICES (SUPPLY CHAIN), LLC**

by Aramark Uniform & Career Apparel, LLC, its sole member

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

**GOOD UNCLE SERVICES, LLC**

**EVERSAFE SERVICES, LLC**

by Aramark Services, Inc., its sole member

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

**THE BANK OF NEW YORK MELLON**, as Trustee

By: /s/ LESLIE MORALES

Name: Leslie Morales

Title: Vice President

*[Signature Page to 2026 Notes Supplemental Indenture]*

**Schedule I**

**Guaranteeing Subsidiaries**

	<b>Entity Name</b>	<b>Jurisdiction</b>
1.	Olympic Peninsula Hospitality, LLC	Delaware
2.	Rushmore Hospitality, LLC	Delaware
3.	South Rim Hospitality, LLC	Delaware
4.	Muir Woods Hospitality, LLC	Delaware
5.	Aramark Personnel Services, LLC	Delaware
6.	Glen Canyon Rafting Hospitality, LLC	Delaware
7.	Crater Lake Hospitality, LLC	Delaware
8.	Alcatraz Hospitality, LLC	Delaware
9.	Wilderness River Adventures, LLC	Delaware
10.	North Rim Hospitality, LLC	Delaware
11.	Cliff House Hospitality, LLC	Delaware
12.	Liberty Islands Hospitality, LLC	Delaware
13.	Good Uncle Services, LLC	Delaware
14.	Aramark Uniform Services (Supply Chain), LLC	Delaware
15.	Aramark Equipment, LLC	Delaware
16.	Aramark Technical Services of New York, LLC	Delaware
17.	EverSafe Services, LLC	Delaware
18.	National Mall Hospitality, LLC	Delaware

## SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of April 30, 2021, among the entities listed in Schedule I hereto (each a "Guaranteeing Subsidiary," and together, the "Guaranteeing Subsidiaries"), each a subsidiary of Aramark Services, Inc., a Delaware corporation (the "Issuer"), and U.S. Bank National Association, as trustee (the "Trustee").

## W I T N E S S E T H

WHEREAS, the Issuer, the Parent Guarantor and the other Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of January 18, 2018, as supplemented by that first supplemental indenture, dated as of February 9, 2018 (collectively, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of 5.000% Senior Notes due 2028 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances each Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein and under the Indenture (the "Guarantee"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

- (1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
- (2) Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
  - (a) Along with all other Guarantors, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:
    - (i) the principal of, interest and premium, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and
    - (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiaries shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.
  - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or



thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever.

(d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, the Indenture and this Supplemental Indenture, and each Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors (including the Guaranteeing Subsidiaries), or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) Each Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guaranteeing Subsidiaries, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guaranteeing Subsidiaries for the purpose of this Guarantee.

(h) Each Guaranteeing Subsidiary shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under this Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture, this new Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guaranteeing Subsidiary under this Guarantee will not constitute a fraudulent transfer or conveyance.

(j) This Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes and Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Note shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(k) In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(l) This Guarantee shall be a general unsecured senior obligation of such Guaranteeing Subsidiary, ranking *pari passu* with any other future Senior Indebtedness of such Guaranteeing Subsidiary, if any.

(m) Each payment to be made by the Guaranteeing Subsidiaries in respect of this Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

(3) Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

(4) Merger, Consolidation or Sale of All or Substantially All Assets.

(a) Except as otherwise provided in Section 5.01(c) of the Indenture, each Guaranteeing Subsidiary may not consolidate or merge with or into or wind up into (whether or not the Issuer or such Guaranteeing Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to any Person unless:

(i) (A) such Guaranteeing Subsidiary is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Guaranteeing Subsidiary) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the jurisdiction of organization of such Guaranteeing Subsidiary, as the case may be, or the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guaranteeing Subsidiary or such Person, as the case may be, being herein called the "Successor Person");

(B) the Successor Person, if other than such Guaranteeing Subsidiary, expressly assumes all the obligations of such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's related Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(C) immediately after such transaction, no Default exists; and

(D) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; or (ii) the transaction is made in compliance with Section 4.10 of the Indenture;

(b) Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guaranteeing Subsidiary under the Indenture and such Guaranteeing Subsidiary's Guarantee. Notwithstanding the foregoing, such Guaranteeing Subsidiary may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.

(5) Releases. The Guarantee of each Guaranteeing Subsidiary shall be automatically and unconditionally released and discharged, and no further action by such Guaranteeing Subsidiary, the Issuer or the Trustee is required for the release of such Guaranteeing Subsidiary's Guarantee, upon:

(a) (i) any sale, exchange or transfer (by merger or otherwise) of the Capital Stock of such Guaranteeing Subsidiary (including any sale, exchange or transfer), after which such Guaranteeing Subsidiary is no longer a Restricted Subsidiary or all or substantially all the assets of such Guaranteeing Subsidiary which sale, exchange or transfer is made in compliance with the applicable provisions of the Indenture;

(ii) the release or discharge of the guarantee by such Guaranteeing Subsidiary of the guarantee which resulted in the creation of the Guarantee, except a discharge or release by or as a result of payment under such guarantee;

(iii) the proper designation of such Guaranteeing Subsidiary as an Unrestricted Subsidiary; or

(iv) the Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 of the Indenture or the Issuer's obligations under the Indenture being discharged in accordance with the terms of the Indenture; and

(b) such Guaranteeing Subsidiary delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

(6) No Recourse Against Others. No director, officer, employee, incorporator or stockholder of the Guaranteeing Subsidiaries shall have any liability for any obligations of the Issuer or the Guarantors (including the Guaranteeing Subsidiaries) under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(7) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(8) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

The words "execution," "signed," "signature," and words of like import in this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and Adobe Sign or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Anything in this Supplemental Indenture or the Notes to the contrary notwithstanding, each party agrees that for the purposes of the transactions contemplated by this Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, Officers' Certificates, Issuer Orders and Opinions of Counsel) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied

or faxed or other electronic signatures created on an electronic platform, such as DocuSign, or by digital signature, such as Adobe Sign, (or any other electronic process or digital signature provider as specified in writing to the Trustee and agreed to by the Trustee in its sole discretion), and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by each Guaranteeing Subsidiary.

(11) Subrogation. Each Guaranteeing Subsidiary shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by such Guaranteeing Subsidiary pursuant to the provisions of Section 2 hereof and Section 10.01 of the Indenture; provided that, if an Event of Default has occurred and is continuing, such Guaranteeing Subsidiary shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

(12) Benefits Acknowledged. Each Guaranteeing Subsidiary's Guarantee is subject to the terms and conditions set forth in the Indenture. Each Guaranteeing Subsidiary acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to this Guarantee are knowingly made in contemplation of such benefits.

(13) Successors. All agreements of the Guaranteeing Subsidiaries in this Supplemental Indenture shall bind their Successors, except as otherwise provided in Section 2(k) hereof or elsewhere in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

**ALCATRAZ HOSPITALITY, LLC**  
**CLIFF HOUSE HOSPITALITY, LLC**  
**CRATER LAKE HOSPITALITY, LLC**  
**GLEN CANYON RAFTING HOSPITALITY, LLC**  
**LIBERTY ISLANDS HOSPITALITY, LLC**  
**MUIR WOODS HOSPITALITY, LLC**  
**NATIONAL MALL HOSPITALITY, LLC**  
**NORTH RIM HOSPITALITY, LLC**  
**OLYMPIC PENINSULA HOSPITALITY, LLC**  
**RUSHMORE HOSPITALITY, LLC**  
**SOUTH RIM HOSPITALITY, LLC**  
**WILDERNESS RIVER ADVENTURES, LLC**

by Aramark Sports and Entertainment Services, LLC, its sole member

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

**ARAMARK EQUIPMENT, LLC**

by Aramark Qualified Opportunity Fund, LLC, its managing member

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

**ARAMARK PERSONNEL SERVICES, LLC**

by Aramark Processing, LLC, its sole member

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

*[Signature Page to 2028 Notes Supplemental Indenture]*

**ARAMARK TECHNICAL SERVICES OF NEW YORK, LLC**

by Aramark Construction and Energy Service, LLC, its sole member

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

**ARAMARK UNIFORM SERVICES (SUPPLY CHAIN), LLC**

by Aramark Uniform & Career Apparel, LLC, its sole member

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

**GOOD UNCLE SERVICES, LLC**

**EVERSAFE SERVICES, LLC**

by Aramark Services, Inc., its sole member

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

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee

By: /s/ GREGORY P. GUIM  
Name: Gregory P. Guim  
Title: Vice President

*[Signature Page to 2028 Notes Supplemental Indenture]*

**Schedule I**

**Guaranteeing Subsidiaries**

	<b>Entity Name</b>	<b>Jurisdiction</b>
1.	Olympic Peninsula Hospitality, LLC	Delaware
2.	Rushmore Hospitality, LLC	Delaware
3.	South Rim Hospitality, LLC	Delaware
4.	Muir Woods Hospitality, LLC	Delaware
5.	Aramark Personnel Services, LLC	Delaware
6.	Glen Canyon Rafting Hospitality, LLC	Delaware
7.	Crater Lake Hospitality, LLC	Delaware
8.	Alcatraz Hospitality, LLC	Delaware
9.	Wilderness River Adventures, LLC	Delaware
10.	North Rim Hospitality, LLC	Delaware
11.	Cliff House Hospitality, LLC	Delaware
12.	Liberty Islands Hospitality, LLC	Delaware
13.	Good Uncle Services, LLC	Delaware
14.	Aramark Uniform Services (Supply Chain), LLC	Delaware
15.	Aramark Equipment, LLC	Delaware
16.	Aramark Technical Services of New York, LLC	Delaware
17.	EverSafe Services, LLC	Delaware
18.	National Mall Hospitality, LLC	Delaware



## CERTIFICATIONS

I, John J. Zillmer, Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aramark for the quarter ended April 2, 2021;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2021

/s/ JOHN J. ZILLMER

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**John J. Zillmer**  
**Chief Executive Officer**

## CERTIFICATIONS

I, Thomas G. Ondrof, Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aramark for the quarter ended April 2, 2021;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2021

/s/ THOMAS G. ONDROF

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**Thomas G. Ondrof**  
**Executive Vice President and**  
**Chief Financial Officer**

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF  
THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Aramark (the "Company") on Form 10-Q for the fiscal quarter ended April 2, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, John J. Zillmer, Chief Executive Officer of the Company, and Thomas G. Ondrof, Executive Vice President and Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, based on each of our knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 11, 2021

/s/ JOHN J. ZILLMER

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**John J. Zillmer**  
**Chief Executive Officer**

/s/ THOMAS G. ONDROF

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**Thomas G. Ondrof**  
**Executive Vice President and**  
**Chief Financial Officer**

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.