

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): January 4, 2020

Aramark

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction
of Incorporation)

001-36223
(Commission
File Number)

20-8236097
(IRS Employer
Identification No.)

2400 Market Street
Philadelphia, Pennsylvania
(Address of Principal Executive Offices)

19103
(Zip Code)

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

N/A

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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

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

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

On January 6, 2020, Aramark (the “Company”) announced that Thomas Ondrof will become Executive Vice President, Chief Financial Officer, effective January 7, 2020. Mr. Ondrof will replace Stephen Bramlage, who will step down from his role as Executive Vice President, Chief Financial Officer, principal financial officer and principal accounting officer of the Company effective as of the close of business on January 6, 2020. Mr. Bramlage will continue to be employed as an Executive Advisor to the Company until April 3, 2020. On January 5, 2020, the Board of Directors of the Company (the “Board”) approved the terms of Mr. Bramlage’s separation from his role as Executive Vice President, Chief Financial Officer, as described below.

Appointment of Chief Financial Officer

On January 5, 2020, Mr. Thomas Ondrof, age 55, was appointed as Executive Vice President, Chief Financial Officer, principal financial officer and principal accounting officer of the Company, effective as of January 7, 2020. Mr. Ondrof is the former Strategic Growth Leader and Chief Financial Officer of Performance Food Group. Prior to joining Performance Food Group in 2016, Mr. Ondrof served at Compass Group North America for 24 years in roles of increasing responsibility, most recently as Chief Development Officer, and prior to that as Chief Strategy Officer and also as Chief Financial Officer. Before Compass, Mr. Ondrof spent two years at ITT Rayonier, and started his career as an auditor with PricewaterhouseCoopers. Mr. Ondrof received an MBA degree from the University of Georgia and an undergraduate degree in Accounting at Wake Forest University. There are no other arrangements or understandings between Mr. Ondrof and any other persons, other than the Employment Agreement (as defined and described below), pursuant to which he was appointed to the office described above and no family relationship among any of the Company’s directors or executive officers and Mr. Ondrof. Mr. Ondrof does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Employment Agreement with the Chief Financial Officer

On January 5, 2020, in connection with his appointment as Executive Vice President, Chief Financial Officer of the Company, Mr. Ondrof entered into an offer letter agreement and an agreement relating to employment and post-employment competition (together, the “Employment Agreement”) with the Company. Pursuant to the Employment Agreement, Mr. Ondrof’s initial annual base salary will be \$800,000 and his target bonus will be 100% of his base salary, with his actual bonus to be determined under the Company’s applicable bonus plan and pro-rated based on his period of service in respect of fiscal year 2020. Pursuant to the Employment Agreement, Mr. Ondrof will be entitled to four weeks’ paid vacation and will be eligible to participate in certain Company health and welfare plans and programs as well as the Company’s Savings Incentive Retirement Plan and Deferred Compensation Plan. In addition, Mr. Ondrof will be entitled to Company-paid financial planning services, a monthly car allowance of \$1,100 and Company-provided parking, all on the same terms as other Company senior executives.

The Company will also recommend to the Compensation and Human Resources Committee of the Board that Mr. Ondrof be granted the annual equity awards in respect of the Company's fiscal year 2020 annual long-term incentive compensation program upon Mr. Ondrof's commencement of employment, in the same forms and on substantially the same vesting terms as those granted to other executives in November 2019 in connection with the Company's annual long-term incentive grant program, except that any time-vesting awards will only begin vesting following the grant date, having the following grant date fair values: (i) \$600,000 in non-qualified stock options that vest in equal annual installments over 4 years, (ii) \$400,000 in time-based restricted stock units that vest in equal annual installments over 4 years, and (iii) \$1,000,000 in performance stock units that cliff vest at the end of a three-year performance period subject to achievement at target of performance metrics established for the FY2020-2022 performance cycle in accordance with the terms established by the Committee on November 14, 2019.

Under the Employment Agreement, upon a termination by the Company for any reason other than "Cause" other than within two years after a "Change of Control" (each as such term is defined in the Employment Agreement), Mr. Ondrof would be entitled to base salary continuation for 18 months after such termination. In addition, upon a termination by Mr. Ondrof for any reason after the first anniversary of Mr. Ondrof's date of hire with Aramark or by the Company for any reason other than "Cause," Mr. Ondrof will be entitled to continued participation in the Company's basic group medical, dental and vision programs at the active employee rate until the earlier of the date on which Mr. Ondrof attains age 65 and the date on which he elects to participate in plans of a new employer (or if Mr. Ondrof violates certain restrictive covenants described below). Under the Employment Agreement, upon a termination without "Cause" by the Company or for "Good Reason" that occurs within the two-year period after a Change of Control or, in the case of a termination at the request of a third party involved in a Change in Control or otherwise in connection with or in anticipation of a Change in Control, prior to such change in Control, Mr. Ondrof is entitled to receive (i) a payment equal to 2.0 times his base salary (in effect on the date of the Change of Control or on the date of termination, whichever is higher), payable in regular installments over two years, (ii) a payment equal to 2.0 times his target bonus (in effect on the date of the Change of Control or on the date of termination, whichever is higher) (or, if greater, 2.0 times his most recent actual annual bonus), payable in regular installments over two years, (iii) a lump sum payment equal to a pro-rata portion of his target annual bonus for the year of termination, (iv) continued participation in the Company's medical, dental and vision programs as described above (to which benefit Mr. Ondrof will also be entitled if he resigns for any reason within the two-year period following a Change in Control and after the first anniversary of his date of hire), and (v) outplacement counseling for 24 months after such termination. In all instances, Mr. Ondrof's equity awards will be treated in accordance with the terms of the applicable plans and agreements. Finally, the Employment Agreement generally provides for perpetual non-disclosure and non-disparagement covenants and 24-month post-employment noncompetition, nonsolicitation and non-hire covenants, which noncompetition covenant applies for 18 months if Mr. Ondrof's employment is terminated without Cause by the Company at any time or for Good Reason by Mr. Ondrof at any time following a Change in Control.

In addition to Mr. Ondrof's entitlements under the Employment Agreement, Mr. Ondrof will enter into an indemnification agreement with the Company consistent with the form of the existing indemnification agreement entered into between the Company and its executive officers.

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

Separation Letter Agreement with Mr. Bramlage

On January 4, 2020, Mr. Bramlage and the Company also entered into a letter agreement (the "*Letter Agreement*") setting forth the terms of Mr. Bramlage's separation from service, which is being treated as a termination without "cause" under the Noncompete Agreement (as defined below). As provided in the Letter Agreement, including as applicable in accordance with the terms of the Agreement Relating to Employment and Post-Employment Competition between the Company and Mr. Bramlage dated March 14, 2015 (the "*Noncompete Agreement*") and subject to Mr. Bramlage's continued compliance, for 18 months after his separation from service, with noncompete covenants contained in the Noncompete Agreement, Mr. Bramlage will receive: (i) an amount equal to 18 months of his base salary (totaling \$1,166,925), payable in accordance with Aramark's normal payroll cycle over the 18 months following his separation from service; (ii) a lump sum payment equal to one and one-half times his target annual bonus for the 2019 fiscal year (totaling \$1,166,925), and a prorated portion of his target annual bonus for the 2020 fiscal year, with such bonus to be determined based on target achievement of both individual and financial objectives (estimated to equal \$388,975), in each case to be paid when 2020 bonuses would otherwise be paid; (iii) 18 months of Company-paid medical insurance; (iv) 18 months of Company-paid automobile allowance (totaling \$19,800; and (v) reimbursement for outplacement counseling services in an amount not to exceed \$155,590 until the earlier of the date Mr. Bramlage becomes newly employed and 18 months after his separation from service. In recognition of Mr. Bramlage's obligation to comply with the non-disparagement covenant set forth in the Noncompete Agreement, the Company has equally agreed not to disparage Mr. Bramlage. Mr. Bramlage is also required to execute a release of claims in order to receive, among other things, the cash payments under the Noncompete Agreement, as described above.

The foregoing summary description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, which is attached as Exhibit 10.1 and incorporated by reference.

Item 8.01. Other Events

On January 6, 2020, the Company issued a press release announcing Mr. Bramlage's separation from his role as Executive Vice President, Chief Financial Officer and the appointment of Mr. Ondrof as Executive Vice President, Chief Financial Officer. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements, Pro Forma Financial Information and Exhibits

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

- 10.1 [Letter Agreement, dated as of January 4, 2020, by and between Stephen P. Bramlage and Aramark.](#)
- 10.2 [Offer Letter, dated as of January 5, 2020, by and between Thomas Ondrof and Aramark.](#)
- 10.3 [Agreement relating to Employment and Post-Employment Competition, dated as of January 5, 2020, by and between Thomas Ondrof and Aramark.](#)
- 99.1 [Press Release, issued January 6, 2020.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

Dated: January 6, 2020

Aramark

By: /s/ LAUREN A. HARRINGTON

Name: LAUREN A. HARRINGTON

Title: Senior Vice President and General Counsel

January 4, 2020

Stephen Bramlage
[ADDRESS WITHHELD FOR PRIVACY]

Dear Steve:

This Letter Agreement and General Release (this "Letter Agreement") will confirm our agreement regarding your role as Executive Advisor and your subsequent separation from service with Aramark. For purposes of this Letter Agreement, "Aramark" shall include Aramark, Aramark Services, Inc., and each of their affiliates, subsidiaries, divisions, lines of business and any corporation, joint venture, or other entity in which Aramark or its subsidiaries has an equity interest in excess of ten percent (10%).

We have agreed as follows:

1. Advisory Period and Separation:

(a) Effective as of the close of business on January 6, 2020 (the "Transition Date"), you will cease to serve as Executive Vice President, Chief Financial Officer of Aramark, and from all other officer positions you may hold within Aramark. Beginning on the Transition Date and ending on April 3, 2020 (the "Separation Date" and such period, the "Advisory Period"), Aramark hereby appoints you to serve in the role of Executive Advisor. In such role, subject to your execution without revocation of the Release and Waiver of Claims attached as Appendix A to this Letter Agreement (the "First Release") by 5:00p.m. on January 4, 2020, you will remain a full-time employee of Aramark for purposes of Aramark's employment policies, plans and practices and will continue to receive payments of your full annual base salary in accordance with Aramark's regular payroll. During the Advisory Period, you will provide such services as the Chief Executive Officer of Aramark shall reasonably request, including assisting with the transition of your duties to your successor. At all times on and after the Transition Date, you shall not act for, bind or represent Aramark for any purpose, except as may be reasonably requested by the CEO. During the Advisory Period, you will provide services to Aramark on an exclusive basis and shall not provide services to any other entity.

(b) Your separation from service as an employee of Aramark will be effective upon the Separation Date, unless you are terminated earlier for Cause or you resign with or without Good Reason (each, as defined in the Agreement Relating to Employment and Post-Employment Competition between you and Aramark dated March 14, 2015 (the "Post Employment Competition Agreement")). In the event your employment is terminated by Aramark for Cause or by you with or without Good Reason prior to the Separation Date, the terms and conditions of your separation from service will be governed by the Post Employment Competition Agreement, and this Agreement will be null and void *ab initio*.

2. Separation Payments: In consideration for your obligations under this Letter Agreement, including but not limited to your execution without revocation of the Release and Waiver of Claims attached as Appendix B to this Letter Agreement (the "Second Release") between the first day following the Separation Date and 5:00p.m. on April 10, 2020, and subject to the other provisions of this Letter Agreement, you shall receive the following payments (collectively, the "Separation Payments"):

(a) For a period of eighteen (18) months, payments of \$64,829.17 per month (i.e., 1/12 your annual base salary), in accordance with Article 6, Section 1 of the Post-Employment Competition Agreement (the "Salary Continuation Payments"). Salary Continuation Payments shall be paid in accordance with Aramark's normal payroll cycle, less all applicable withholding taxes and payroll deductions, and shall commence within sixty (60) days following the Separation Date. The period during which you are eligible to receive your Salary Continuation Payments (the "Separation Pay Period") shall commence with the Separation Date, assuming that you timely execute and do not revoke this Letter Agreement, the First Release or the Second Release in accordance with each of the terms hereof and thereof.

(b) A one-time cash payment equal to \$1,166,925.00 (i.e., one and one half (1 1/2) times your annual "Bonus" (i.e., the target amount payable to you under the Management Incentive Plan (as defined in Paragraph 3 below)) in respect of Aramark's fiscal year ending September 27, 2019), which shall be paid as a lump sum at the same time annual bonuses are typically paid under the Management Incentive Plan (and in no event later than March 15, 2021).

These payments shall constitute full satisfaction of any obligations owed to you by Aramark under Article 6, Section 1 of the Post Employment Competition Agreement.

3. Bonus Payments:

(a) Notwithstanding the terms of the Amended and Restated Management Incentive Bonus Plan (the "Management Incentive Plan"), requiring that you must be an employee of Aramark on the last day of the fiscal year in order to be eligible to receive a bonus under the Management Incentive Plan for such fiscal year, subject to your execution without revocation of the First Release and the Second Release and to the other provisions of this Letter Agreement, you will receive a prorated portion of your target annual bonus under the Management Incentive Plan for fiscal year 2020 (which target amount is \$777,950.00), which for the avoidance of doubt will be based on target achievement of the applicable Financial Objective metrics for fiscal year 2020 and target achievement of the applicable Individual Objective metrics for fiscal year 2020 and with such proration based on the number of days between the first day of fiscal year 2020 and the Separation Date, relative to the total number of days in fiscal year 2020. You shall receive a payment of your fiscal year 2020 annual bonus, minus all applicable withholdings, at the same time annual bonuses are typically paid under the Management Incentive Plan (and in no event later than March 15, 2021).

4. Group Insurance; Vacation; Leased Vehicle; Reimbursement of Expenses; Outplacement:

(a) If you execute this Letter Agreement, the First Release and the Second Release and do not revoke this Letter Agreement, the First Release or the Second Release, then in full satisfaction of any obligations owed to you by Aramark under Article 6, Section 2(a) of the Post Employment Competition Agreement, you will continue to be eligible to receive group medical and life insurance coverages during the Separation Pay Period under Aramark's plans in which you were participating immediately prior to your Separation Date in accordance with your benefits elections, subject to the terms of the applicable plan documents and to such changes to the terms of such plans as Aramark determines to apply to its employees (the period of time during which you receive the relevant coverages from Aramark shall be referred to hereinafter as the "Benefits Continuation Period").

During the Benefits Continuation Period, the cost of your group medical and life insurance coverages shall continue to be subsidized by Aramark and your share of the premiums will be deducted from your Separation Payments.

Your rights under COBRA to continue your group medical insurance coverages beyond the Benefits Continuation Period are at your expense. Please note that your rights under COBRA commence with the Separation Date and run concurrently with the Benefits Continuation Period. You must elect COBRA coverage in accordance with the information that will be sent to you. Note that due to your separation from service, you have the option to elect coverage under the Public Health Exchange as an alternative to COBRA. If you elect coverage, you will not be eligible to enroll for coverage on the Public Health Exchange until you have exhausted your COBRA coverage, until the next Public Health Exchange open enrollment period or if you qualify for a Public Health Exchange special enrollment opportunity.

If you become employed by a new employer at any time during the Separation Pay Period, continued coverages under this Paragraph 4 shall become secondary to any such coverages provided to you by the new employer.

In addition, you may have the ability to convert certain non-health insurance coverages to individual policies. Further information regarding coverage continuation and conversion may be obtained from Todd Lombardi. Notwithstanding the foregoing, Aramark reserves the right to restructure the provision of continued medical coverage in any manner necessary or appropriate to avoid fines, penalties or negative tax consequences to Aramark or you (including, without limitation, to avoid any penalty imposed for violation of the nondiscrimination requirements under the Patient Protection and Affordable Care Act or the guidance issued thereunder), as determined by Aramark in its sole and absolute discretion.

(b) In full satisfaction of any obligations owed to you by Aramark under Article 6, Section 2(a) of the Post Employment Competition Agreement, you will continue to receive your monthly company car allowance of \$1,100 per month through the Separation Pay Period, provided that to receive such allowance, you must execute this Letter Agreement, the First Release and the Second Release and must not revoke the Letter Agreement, the First Release or the Second Release. This allowance is subject to all applicable withholding taxes.

(c) You will be reimbursed, in accordance with normal Aramark policy, for any business expenses you incurred on or before the Transition Date and which are submitted to Aramark for reimbursement on or before January 31, 2020 and any expense pre-approved by Aramark during the Advisory Period for which a request for reimbursement is submitted to Aramark on or before April 15, 2020.

(d) You will accrue vacation days between the Transition Date and the Separation Date in accordance with Aramark's policies and procedures as in effect from time to time. You will receive payment for any earned, accrued and unused vacation through the Separation Date by not later than the second payroll period following your Separation Date.

(e) During the Separation Pay Period (or, if earlier, the date you first obtain full-time employment after the Separation Date), Aramark will reimburse all reasonable

expenses incurred by you for professional outplacement services by qualified consultants selected by you, in an amount not to exceed 20% of your base salary as in effect on the Separation Date. All such reimbursement payments shall be made prior to December 31, 2022.

5. **No Other Amounts Due:** You acknowledge that Aramark has paid you all wages, salaries, bonuses, benefits, and other amounts earned and accrued, less applicable deductions, and that Aramark has no obligation to pay any additional amounts other than the payment(s) and benefits described in this Letter Agreement.

6. **Other Executive Benefits and Perquisites:** Your membership in the Executive Leadership Council and Executive Leadership Team shall terminate as of the Transition Date. Notwithstanding the foregoing, all Executive Leadership Council benefits including, but not limited to, your Executive Health Plan, Executive Physical Program and Executive Supplemental Long-Term Disability shall continue to be provided to you until the Separation Date and shall terminate, unless otherwise provided under the applicable plan or program, as of the Separation Date (except that your Executive Health Plan benefits shall terminate on the last day of the calendar month in which your Separation Date falls). Consistent with the provision of benefits as described in Paragraph 4 above, you do have certain rights under COBRA to elect to continue your Executive Health Plan coverage at your expense. You shall receive additional information regarding your option to continue this coverage. Further information regarding coverage continuation and conversion may be obtained from Todd Lombardi. In addition, notwithstanding your ceasing to serve as an officer of Aramark, the services of your current executive assistant will be made available to you until the Separation Date.

7. **Aramark Separation Plans:** You have an account balance under the Aramark Savings Incentive Separation Plan (the "SIRP"); your active participation under the SIRP will terminate as of the Separation Date. Under the terms of the SIRP, you will not be eligible to make further salary deferrals following the Separation Date. Processing of your account(s) for distribution over the ten-year period you have previously elected will begin after the Separation Date in accordance with the terms of the SIRP. You may obtain further details on SIRP distributions from Todd Lombardi.

8. **Equity/Stock Plans:**

(a) **Equity-Based Awards:** The effect the separation of your service with Aramark will have on your rights, if any, with respect to any outstanding Aramark stock options or other equity-based awards that you may hold immediately prior to the Separation Date (collectively, the "Equity Awards") will be as set forth in the terms of the Post Employment Competition Agreement and the applicable Aramark incentive plan and award documents or agreements, including those terms applicable to your Separation (as such term is defined in such Equity Awards) on the Separation Date, and a list of your Equity Awards is set forth as Appendix C hereto. Your Equity Award records will be updated by Fidelity, Aramark's equity program administrator, as soon as administratively possible following the Separation Date and its website will display the remaining vested Equity Awards with each award's revised expiration date (i.e., for stock options, 90 days from the Separation Date). You may view your Equity Award records on Fidelity's website at <https://nb.fidelity.com/public/nb/default/home> or contact a Customer Service Representative at Fidelity at 1-800-544-9354. You may receive separate correspondence from Fidelity regarding these awards, but in the meantime, you can obtain further details as to the effect your separation from service will have on such awards from Todd Lombardi.

(b) **Stock of Aramark:** The records for the Aramark common stock that you own, if applicable, will continue to be kept by Aramark's current transfer agent, Fidelity or, if applicable, its former transfer agent, Computershare, or their successors, until you sell the stock or transfer it to a broker. If your stock is pledged as collateral or otherwise restricted on the transfer agent's records, your stock will remain restricted and unavailable for sale or transfer pending resolution of the underlying restriction. You can view your holdings on Fidelity's or Computershare's websites.

9. Withholding: You are solely responsible for the payment of any and all taxes that result from the payments and benefits due to you under this Letter Agreement. Aramark may, to the extent permitted by law, withhold applicable federal, state and local income and other taxes from any payments due to you hereunder.

10. Return of Aramark Property: On or before the Separation Date, you shall return to Aramark all documents, manuals, computers, computer programs, discs, drives, customer lists, notebooks, reports and other written or graphic materials, including all copies thereof, relating in any way to Aramark's business and prepared by you or obtained by you from Aramark, its affiliates, clients or its suppliers during the course of your employment with Aramark. Further, to the extent that you made use of your own personal computing devices (e.g., PDA, smart phone, laptop, thumb drive, etc.) during your employment with Aramark, subject to any applicable litigation hold directive that you received and that remains in effect, you agree to provide such devices to Aramark in order for Aramark to either permanently delete all Aramark property and information from such personal computing devices or replace same (which replacement shall include any personal information as contained on such devices).

11. Post-Employment Restrictions; Entire Agreement: This Letter Agreement and its Appendices A and B, and any restrictive, clawback or other applicable covenants that apply on and following any separation from service under any Equity Awards, as applicable, constitutes the entire agreement between the parties on the subject of payments and benefits due to you upon your separation from service with Aramark and post-employment payments and benefits; and, except as expressly provided herein, supersedes all other prior agreements concerning the terms of any and all payments and benefits to which you may be entitled upon your separation from service, including the Post Employment Competition Agreement, **except that** the provisions of Articles 1 (Non-Disclosure and Non-Disparagement), 2 (Non-Competition), 3 (Non-Solicitation), 4 (Discoveries and Works), 5 (Remedies), 6.E (Post-Employment Benefits), 8.A, B, I, and J (Miscellaneous) of the Post Employment Competition Agreement, shall continue to apply and are hereby made a part of this Letter Agreement by reference. Notwithstanding any provision in this Letter Agreement to the contrary, all payments hereunder are expressly made contingent on your compliance in all material respects with all of the terms and conditions of the above-referenced provisions of Articles 1, 2, 3 and 4 of the Post Employment Competition Agreement. To the extent that you materially breach any of the restrictive covenants set forth in Articles 1, 2, 3 or 4 from the Post Employment Competition Agreement incorporated by reference in this Paragraph 11, Aramark will, in accordance with the terms of Paragraph 6.E of the Post Employment Competition Agreement, have the right to cease payment of any unpaid Separation Payments and post-employment benefits, and otherwise will continue to have the clawback rights under the Equity Awards.

12. Remedies: You acknowledge and agree that Aramark may seek injunctive relief in any court of competent jurisdiction for your failure to comply fully with any of the covenants referenced in Paragraph 11 and any other remedies as may be specified in the Post Employment Competition Agreement and Equity Awards, as applicable, in addition to any other legal and monetary remedies which may be available to Aramark.

13. Agreement and Obligation to Cooperate: In exchange for the benefits provided to you by Aramark under this Letter Agreement, you agree to cooperate fully with Aramark in any investigation instituted by Aramark or any other person or entity into any Aramark business involving the time period during which you were employed by Aramark. This duty to cooperate will include, but not be limited to, meeting with representatives of Aramark at times and places reasonably designated by Aramark, and shall continue beyond the Separation Pay Period.

14. Certification of Compliance with Business Conduct Policy and Laws: By signing this Letter Agreement, you are certifying that you have not violated Aramark's Business Conduct Policy.

15. Section 409A of the Internal Revenue Code: This Letter Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and its corresponding regulations ("Section 409A"), or an exemption thereto, and shall in all respects be administered in accordance with Section 409A, if applicable. For purposes of Section 409A, payments may only be made under this Letter Agreement upon an event and in a manner permitted by Section 409A, including the requirement that nonqualified deferred compensation subject to Section 409A cannot be paid to a "specified employee" as that term is defined under Section 409A until a date that is six months following a "separation from service" within the meaning of such term under Section 409A. For purposes of Section 409A, all payments to be made upon a retirement under this Letter Agreement may only be made upon a "separation from service," each payment made under this Letter Agreement shall be treated as a separate payment and the right to a series of installment payments under this Letter Agreement is to be treated as a right to a series of separate payments. In no event shall you, directly or indirectly, designate the calendar year of payment of any severance benefits that are subject to Section 409A. Any amounts paid hereunder that are subject to Section 409A and that could be paid in more than one taxable year based on the date that you sign this Letter Agreement, the First Release and the Second Release will be paid in the second taxable year. All reimbursements and in-kind benefits provided under this Letter Agreement shall be made or provided in accordance with the requirements of Section 409A.

16. No Offset: If you do become employed or engaged elsewhere, the payments and benefits set forth in this Letter Agreement shall continue and shall not be offset or reduced by any compensation or benefits you may receive from such other source, subject only to the requirements of the Post Employment Competition Agreement provisions incorporated herein and the group medical and life insurance benefits set forth in Paragraph 4 above.

17. Severability: In the event that any portion of this Letter Agreement (including Appendix A or Appendix B) is held to be invalid, unlawful, or unenforceable for any reason, the invalid, unlawful, or unenforceable portion shall be construed or modified in a manner that gives force and effect to the First Release, Second Release and the remainder of this Agreement to the fullest extent possible. If the invalid, unlawful or unenforceable portion cannot be construed or modified to render it valid, lawful, and enforceable, that portion shall be construed as narrowly as possible and shall be severed from the remainder of this

Agreement, and the remainder of this Agreement shall remain in effect and be construed as broadly as possible, as if the invalid, unlawful, or unenforceable portion had never been contained in this Agreement.

18. Applicable Law: This Letter Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles thereof.

19. Amendment: This Letter Agreement may only be amended or modified by a written agreement executed by you and Aramark (or any successor).

20. Counterparts: This Letter Agreement may be executed in one or more counterparts, which shall, collectively or separately, constitute one agreement.

21. Advice of Counsel: Aramark is advising you to have legal counsel, at your expense, review this Letter Agreement and in particular the First Release and Second Release before you sign this Letter Agreement.

22. Non-Disparagement: Aramark, each member of Aramark's Board of Directors, and each of the executive officers of Aramark shall refrain from making any statements or comments of a defamatory or disparaging nature to any third party about you, other than to comply with law. In accordance with the Post Employment Competition Agreement, you shall refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Aramark, or any of Aramark's officers, directors, personnel, other service providers, policies or products or services, other than to comply with law.

Please sign the enclosed copy of this Letter Agreement to signify your understanding and acceptance of the terms and conditions contained herein and return one original to me by portable document format (.pdf) or facsimile no later than 5:00PM (Eastern Daylight Time) on January 4, 2020.

Very truly yours,

By: /s/ Lynn B. McKee
Lynn B. McKee

Enclosure

The foregoing has been read and accepted as a binding agreement between Aramark and the undersigned this 4th day of January, 2020.

/s/ Stephen Bramlage
Stephen Bramlage

APPENDIX A

First Release and Waiver of Claims

1. In consideration for the payments provided for under the Letter Agreement between me, Stephen Bramlage, and Aramark dated January 4, 2020 (the "Letter Agreement") and the Agreement Relating to Employment and Post-Employment Competition between me, Stephen Bramlage, and Aramark Corporation dated March 14, 2015 ("Post Employment Competition Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree on behalf of myself, my spouse, agents, assignees, attorneys, successors, assigns, heirs and executors, to fully and completely release Aramark (which term shall be deemed to include Aramark Corporation, Aramark Services, Inc., and all subsidiary and affiliated and successor companies or other entities in which Aramark or Aramark Services, Inc., or their subsidiaries or affiliates has or had an equity interest in excess of ten percent (10%)), and their predecessors and successors and all of their respective past and/or present officers, directors, partners, members, managing members, managers, employees, agents, representatives, administrators, attorneys, insurers, shareholders, bondholders, clients, customers, suppliers, distributors, subcontractors, joint-venture partners, consultants and fiduciaries in their individual and/or representative capacities (hereinafter collectively referred to as the "Aramark Releasees"), to the fullest extent permitted by law, from any and all causes of action and claims whatsoever, which I or my heirs, executors, administrators, successors and assigns ever had or now have against the Aramark Releasees or any of them, in law, admiralty or equity, whether known or unknown to me, for, upon, or by reason of, any matter, action, omission, course or thing in connection with or in relationship to: (a) my employment or other service relationship with Aramark; (b) the termination of any such employment or service relationship; (c) any applicable employment, benefit, compensatory or equity arrangement with Aramark occurring or existing up to the Separation Date; and (d) any equity or stock plans of Aramark (such released claims are collectively referred to herein as the "Released Claims").

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

3. The Released Claims shall not include: (i) any vested benefits which I hold under any Aramark pension or welfare benefit plan; (ii) any claims to enforce my contractual rights under, or with respect to, the Letter Agreement; (iii) any rights to workers' compensation benefits or unemployment insurance as required by applicable law; or (iv) any claims that arise after the date on which I execute this First Release and Waiver of Claims. The Release and Waiver of Claims does not apply to any claim that cannot be released in this Agreement as a matter of law. In addition, nothing herein prevents me from filing a charge or complaint with

the Equal Employment Opportunity Commission (“EEOC”) or similar state or local agency or my ability to participate in any investigation or proceeding conducted by the EEOC or such similar state or local agency; provided however, that pursuant to Paragraphs 1 and 2 of this First Release and Waiver of Claims, I am waiving, to the fullest extent permitted by law, any right to recover monetary damages or any other form of personal relief in connection with any such charge, investigation or proceeding. To the extent I receive any personal or monetary relief in connection with any such charge, investigation or proceeding, Aramark will be entitled to an offset for the payments made pursuant to Paragraph 2 of the foregoing letter agreement.

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

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

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

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

- b. I fully understand the Release and Waiver of Claims that I am signing.
- c. I am signing this First Release and Waiver of Claims voluntarily and knowingly and I have not relied on any representations, promises or agreements of any kind made to me in connection with my decision to accept the terms of this First Release and Waiver of Claims, other than those set forth in this First Release and Waiver of Claims and the Letter Agreement.
- d. I have been given at least twenty-one (21) days to consider whether I want to sign this First Release and Waiver of Claims. To the extent I have executed this First Release and Waiver of Claims within less than twenty-one (21) days after its delivery to me, my decision to execute this First Release and Waiver of Claims prior to the expiration of such twenty-one (21) day period was entirely voluntary.
- e. Any changes to the Letter Agreement or this First Release and Waiver of Claims made by Aramark, whether material or immaterial, do not restart the running of the twenty-one (21) day consideration period.
- f. I have the right to revoke this First Release and Waiver of Claims within seven (7) days after it is signed by me. I further acknowledge that I will not receive any payments or benefits due to me under the Letter Agreement before the seven (7) day revocation period (the "Revocation Period") has passed and then only if I have not revoked this First Release and Waiver of Claims.

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

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

/s/ Stephen Bramlage
Stephen Bramlage

DATED: January 4, 2020

APPENDIX B

Second Release and Waiver of Claims

1. In consideration for the payments provided for under the Letter Agreement between me, Stephen Bramlage, and Aramark dated January 4, 2020 (the "Letter Agreement") and the Agreement Relating to Employment and Post-Employment Competition between me, Stephen Bramlage, and Aramark Corporation dated March 14, 2015 ("Post Employment Competition Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree on behalf of myself, my spouse, agents, assignees, attorneys, successors, assigns, heirs and executors, to fully and completely release Aramark (which term shall be deemed to include Aramark Corporation, Aramark Services, Inc., and all subsidiary and affiliated and successor companies or other entities in which Aramark or Aramark Services, Inc., or their subsidiaries or affiliates has or had an equity interest in excess of ten percent (10%)), and their predecessors and successors and all of their respective past and/or present officers, directors, partners, members, managing members, managers, employees, agents, representatives, administrators, attorneys, insurers, shareholders, bondholders, clients, customers, suppliers, distributors, subcontractors, joint-venture partners, consultants and fiduciaries in their individual and/or representative capacities (hereinafter collectively referred to as the "Aramark Releasees"), to the fullest extent permitted by law, from any and all causes of action and claims whatsoever, which I or my heirs, executors, administrators, successors and assigns ever had or now have against the Aramark Releasees or any of them, in law, admiralty or equity, whether known or unknown to me, for, upon, or by reason of, any matter, action, omission, course or thing in connection with or in relationship to: (a) my employment or other service relationship with Aramark; (b) the termination of any such employment or service relationship; (c) any applicable employment, benefit, compensatory or equity arrangement with Aramark occurring or existing up to the Separation Date; and (d) any equity or stock plans of Aramark (such released claims are collectively referred to herein as the "Released Claims").

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

3. The Released Claims shall not include: (i) any vested benefits which I hold under any Aramark pension or welfare benefit plan; (ii) any claims to enforce my contractual rights under, or with respect to, the Letter Agreement; (iii) any rights to workers' compensation benefits or unemployment insurance as required by applicable law; or (iv) any claims that arise after the date on which I execute this Second Release and Waiver of Claims. The Release and Waiver of Claims does not apply to any claim that cannot be released in this Agreement as a matter of law. In addition, nothing herein prevents me from filing a charge or complaint

with the Equal Employment Opportunity Commission (“EEOC”) or similar state or local agency or my ability to participate in any investigation or proceeding conducted by the EEOC or such similar state or local agency; provided however, that pursuant to Paragraphs 1 and 2 of this Second Release and Waiver of Claims, I am waiving, to the fullest extent permitted by law, any right to recover monetary damages or any other form of personal relief in connection with any such charge, investigation or proceeding. To the extent I receive any personal or monetary relief in connection with any such charge, investigation or proceeding, Aramark will be entitled to an offset for the payments made pursuant to Paragraph 2 of the foregoing letter agreement.

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

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

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

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

- b. I fully understand the Second Release and Waiver of Claims that I am signing.
- c. I am signing this Second Release and Waiver of Claims voluntarily and knowingly and I have not relied on any representations, promises or agreements of any kind made to me in connection with my decision to accept the terms of this Second Release and Waiver of Claims, other than those set forth in this Second Release and Waiver of Claims and the Letter Agreement.
- d. I have been given at least twenty-one (21) days to consider whether I want to sign this Second Release and Waiver of Claims. To the extent I have executed this Second Release and Waiver of Claims within less than twenty-one (21) days after its delivery to me, my decision to execute this Second Release and Waiver of Claims prior to the expiration of such twenty-one (21) day period was entirely voluntary.
- e. Any changes to the Letter Agreement or this Second Release and Waiver of Claims made by Aramark, whether material or immaterial, do not restart the running of the twenty-one (21) day consideration period.
- f. I have the right to revoke this Second Release and Waiver of Claims within seven (7) days after it is signed by me. I further acknowledge that I will not receive any payments or benefits due to me under the Letter Agreement before the seven (7) day revocation period (the "Revocation Period") has passed and then only if I have not revoked this Second Release and Waiver of Claims.

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

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

Stephen Bramlage

DATED: April , 2020

APPENDIX C

Steve Bramlage Equity Detail (as of January 1, 2020)

Grant Type	Grant Date	Grant Price	Units / Options Granted	Units / Options Vested	Vested Value	Units / Options Unvested	Unvested Value
RSU	11/21/2019	\$42.43	14,178	0	\$ —	14,178	\$ 615,325
RSU	11/15/2018	\$36.74	16,567	4,132	\$ 179,329	12,435	\$ 539,679
RSU	11/16/2017	\$40.74	10,528	5,239	\$ 227,373	5,289	\$ 229,543
RSU	11/18/2016	\$34.08	9,633	7,197	\$ 312,350	2,436	\$ 105,722
RSU	11/20/2015	\$32.65	10,076	10,076	\$ 437,298	0	\$ —
RSU	4/6/2015	\$31.40	32,902	32,902	\$1,427,947	0	\$ —
RSU	4/6/2015	\$31.40	13,097	13,097	\$ 568,410	0	\$ —
RSU Total			106,981	72,643	\$3,152,707	34,338	\$1,490,269
NQSO	11/21/2019	\$42.43	94,837	0	\$ —	94,837	\$ 91,992
NQSO	11/15/2018	\$36.74	107,656	26,914	\$ 179,247	80,742	\$ 537,742
NQSO	11/16/2017	\$40.74	72,000	36,000	\$ 95,760	36,000	\$ 95,760
NQSO	11/18/2016	\$34.08	75,651	56,736	\$ 528,780	18,915	\$ 176,288
NQSO	11/20/2015	\$32.65	67,582	67,582	\$ 726,507	0	\$ —
NQSO	4/6/2015	\$31.40	89,888	89,888	\$1,078,656	0	\$ —
NQSO Total			507,614	277,120	\$2,608,950	230,494	\$ 901,782
PSU	11/21/2019	\$42.43	33,399	0	\$ —	33,399	\$1,449,517
PSU	11/15/2018	\$36.74	41,445	0	\$ —	41,445	\$1,798,713
PSU	11/16/2017	\$40.74	26,434	0	\$ —	26,434	\$1,147,236
PSU	11/18/2016	\$34.08	18,780	30,424	\$1,320,402	0	\$ —
PSU	11/20/2015	\$32.65	19,602	39,204	\$1,701,454	0	\$ —
PSU	4/6/2015	\$31.40	8,775	8,775	\$ 380,835	0	\$ —
PSU Total			148,435	78,403	\$3,402,691	101,278	\$4,395,466
Grand Total					\$9,164,348		\$6,787,517
Notes:							
Share Price as of 12/31/2019		\$43.40					



January 5, 2020

Thomas Ondrof
VIA ELECTRONIC DELIVERY

Dear Mr. Ondrof:

On behalf of Aramark (the "*Company*"), I am extremely pleased to offer you the position of Executive Vice President, Chief Financial Officer of the Company ("*CFO*"), in accordance with the general terms and conditions of this letter agreement. As CFO, you will perform your duties from the Company's headquarters in Philadelphia, Pennsylvania, will report to the Chief Executive Officer of the Company (the "*CEO*") and will have such duties and authorities as are set forth in the Company's by-laws or as are assigned from time to time by the CEO, which such duties will be commensurate with your position as CFO. Your employment with the Company will be at-will and may be terminated by the Company at any time, subject to the terms and conditions of that certain Aramark Agreement Relating to Employment and Post-Employment Competition to be executed by and between you and the Company in the form attached to this letter agreement as Exhibit A (the "*Employment Agreement*") upon or prior to your commencement of employment on January 7, 2020. By signing this letter agreement, you agree to resign, without disagreement, from any and all positions that you hold with the Company and its affiliates upon any termination of your employment for any reason.

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

- 1) The Company shall pay you a base salary ("*Base Salary*") at the initial rate of \$800,000 per annum, payable in accordance with the customary payroll practices for senior executives of the Company. The Compensation and Human Resources Committee (the "*Committee*") of the Board of Directors of the Company (the "*Board*") shall review your performance on a periodic basis and, in its sole discretion, may (but is not required to) increase your Base Salary. Any such increased salary shall thereafter be your Base Salary.
- 2) Commencing with fiscal year 2020, the Company shall provide you with an annual cash target bonus opportunity that will be determined annually by the Committee, with an initial target of 100% of your Base Salary, payable upon the Company's achievement of certain performance targets established annually by the Committee, consistent with current practice based on management's recommendation of the annual business plan, all pursuant to the terms of the annual bonus plan applicable to the executive officers of the Company, as in effect from time to time (the "*Bonus Plan*"). Your bonus in respect of fiscal year 2020 shall be pro-rated based on the number of days you were employed in

fiscal year 2020, relative to the number of days in such fiscal year, and otherwise paid subject to achievement of applicable performance metrics in accordance with the Bonus Plan.

- 3) You will be entitled to four weeks' paid vacation per calendar year, and you (and your dependents, as applicable) will be eligible to participate in the following Company plans and programs, in each case as in effect from time to time: the Company's Executive Supplemental Health Plan, Executive Physical Program, Executive Disability Plan, Executive Term Life Plan, Matching Gifts Program, the Savings Incentive Retirement Plan, the Deferred Compensation Plan and the Executive Leadership Team Relocation Policy.
- 4) You will be entitled to the following perquisites under the Company's policies in place from time to time: Company-paid financial planning services, a car allowance equal to \$1,100 per month (payable monthly) and Company-provided parking in the garage located on the Company's premises, each on the same terms as provided to other Company executives. For the avoidance of doubt, you will not be entitled to any additional perquisites absent Committee approval.
- 5) In addition to the foregoing, the Company shall recommend to the Committee that you be granted, upon your commencement of employment, the following opportunities to acquire shares of Company common stock ("*Common Stock*") under the Company's Amended and Restated 2013 Stock Incentive Plan, as may be amended from time to time (the "*Stock Plan*"), having a target total grant date fair value equal to \$2,000,000, in such forms, and on substantially the same terms and conditions, as equity awards granted to other Executive Vice Presidents of the Company in fiscal year 2020, except that any time-vesting awards will only begin vesting following the grant date.
- 6) Upon the occurrence of certain severance-qualifying events as set forth in the Employment Agreement or if you resign for any reason after the first anniversary of your hire date, you will be entitled to basic group medical, dental and vision insurance coverage from the date of your termination of employment until the date you attain age 65, pursuant to the terms and conditions thereof as set forth in the Employment Agreement.

Additionally, you will be required to hold Common Stock having a fair market value equal to three times your Base Salary (or such other amount of Common Stock as the Board may determine applicable to you in your capacity as CFO), all in accordance with Company stock ownership guidelines, as in effect from time to time. In addition, you will be subject to the Company's clawback policy applicable to incentive compensation, as in effect from time to time.

Upon or prior to your commencement of employment, you and the Company shall execute an Indemnification Agreement in the same form as has been executed by the other executive officers of the Company.

You hereby represent to the Company that the execution and delivery of this letter agreement by you and the performance by you of your duties hereunder shall not constitute a

breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which you are a party or otherwise bound. You shall be entitled to serve on not more than one (1) board of directors or trustees of a business corporation or other for-profit business entity; provided, that you agree that your appointment to and continued service on any such board of directors shall be subject to the prior approval of the Nominating and Corporate Governance Committee of the Board. You shall also be entitled to serve on such not-for-profit boards of directors as you may elect; provided, however, that you agree that substantially all of your business time shall be spent in the furtherance of your duties under this letter agreement.

The offer of employment hereunder is subject to your satisfactory completion of the Company's hiring procedures, including but not limited to providing a reference and completion of a background check and drug and alcohol test. If the foregoing terms and conditions (including the terms of the Employment Agreement set forth in Exhibit A) are acceptable and agreed to by you, please countersign on the line provided below to signify such acceptance and agreement and return the executed copy to the undersigned. This letter agreement will be subject to the laws of the State of Pennsylvania.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Sincerely,

/s/ Lynn B. McKee

Lynn B. McKee

Executive Vice President, Human Resources

Aramark

Accepted and agreed this 5th day of January, 2020.

/s/ Thomas Ondrof

Thomas Ondrof

[SIGNATURE PAGE TO ARAMARK OFFER LETTER]

EXHIBIT A

[To Be Attached Upon Delivery]

**ARAMARK AGREEMENT RELATING TO EMPLOYMENT AND
POST-EMPLOYMENT COMPETITION**

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

RECITALS

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

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

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

WHEREAS, Employee, as Executive Vice President, Chief Financial Officer of Aramark, has access to Aramark's Proprietary Information, directly in the course of Employee's employment, and indirectly through interaction with and presentations by other Aramark senior managers at the Executive Leadership Institute, Executive Leadership Council meetings, Presidents' Council meetings and the like;

WHEREAS, Aramark from time to time introduces Employee to Aramark clients, customers, suppliers and others, and encourages, and provides resources for, Employee to develop professional relationships with Aramark's clients, customers, suppliers and others;

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

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

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

ARTICLE 1
NON-DISCLOSURE AND NON-DISPARAGEMENT

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

ARTICLE 2
NON-COMPETITION

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

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

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

ARTICLE 3 **NON-SOLICITATION**

During the period of Employee's employment with Aramark and for a period of two years following the termination of Employee's employment, regardless of the reason for termination, Employee shall not, directly or indirectly: (i) induce or encourage any employee of Aramark to leave the employ of Aramark, (ii) hire any individual who was an employee of Aramark as of the date of Employee's termination of employment or within a six month period prior to such date, or (iii) induce or encourage any customer, client, supplier or other business relation of Aramark to cease or reduce doing business with Aramark or in any way interfere with the relationship between any such customer, client, supplier or other business relation and Aramark.

ARTICLE 4 **DISCOVERIES AND WORKS**

Employee hereby irrevocably assigns, transfers, and conveys to Aramark to the maximum extent permitted by applicable law Employee's right, title and interest now or hereinafter acquired, in and to all Discoveries and Works (as defined below) created, invented, designed, developed, improved or contributed to by Employee, either alone or jointly with others, while employed by Aramark and within the scope of Employee's employment and/or with the use of Aramark's resources. The terms "Discoveries and Works" include all works of authorship, inventions, intellectual property, materials, documents, or other work product (including, without limitation, Proprietary Information, patents and patent applications, patentable inventions, research, reports, software, code, databases, systems, applications, presentations, textual works, graphics and audiovisual materials). Employee shall have the burden of proving that any materials or works created, invented, designed, developed, contributed to or improved by Employee that are implicated by or relevant to employment by Aramark are not implicated by this provision. Employee agrees to (i) keep accurate records and promptly notify, make full disclosure to, and execute and deliver any documents and to take any further actions requested by Aramark to assist it in validating, effectuating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of its rights hereunder,

and (ii) renounce any and all claims, including, without limitation, claims of ownership and royalty, with respect to all Discoveries and Works and all other property owned or licensed by Aramark. Any Discoveries and Works that, within six months after the termination of Employee's employment with Aramark, are made, disclosed, reduced to a tangible or written form or description, or are reduced to practice by Employee and which pertain to the business carried on or products or services being sold or developed by Aramark at the time of such termination shall, as between Employee and Aramark, be presumed to have been made during such employment with Aramark. Employee acknowledges that, to the fullest extent permitted by law, all Discoveries and Works shall be deemed "works made for hire" under the Copyright Act of 1976, as amended, 17 U.S.C. Section 101. Employee hereby grants Aramark a perpetual, nonexclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) in any Works and Discoveries, for all purposes in connection with Aramark's current and future business, that Employee has created, invented, designed, developed, improved or contributed to prior to Employee's employment with Aramark that are relevant to or implicated by such employment ("Prior Works"). Any Prior Works are disclosed by Employee in Schedule 1.

ARTICLE 5 **REMEDIES**

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

ARTICLE 6 **POST-EMPLOYMENT BENEFITS**

A. If Employee's employment is terminated (i) by Aramark for any reason other than Cause or (ii) solely in the case of the benefits described in Article 6.A.2.a, either (x) by Aramark for any reason other than Cause or (y) by Employee for any reason after the first anniversary of Employee's Hire Date (as defined below), Employee shall be entitled to the following post-employment benefits:

1. Severance Pay: Employee shall receive severance payments equivalent to Employee's monthly base salary as of the effective date of termination for eighteen (18)

months. Severance payments shall commence with the Employee's effective date of termination and shall be made in accordance with Aramark's normal payroll cycle. The period during which Employee receives severance payments shall be referred to as the "Severance Pay Period."

2. Other Post-Employment Benefits

(a) Basic Group medical, dental and vision coverage shall continue to be provided to the Employee and his eligible dependents on substantially the same terms, costs and conditions as applied immediately prior to the effective date of termination, for the period commencing on the effective date of termination and ending on the date on which Employee turns age 65 (the "Health Coverage Period"), subject to any changes to such coverage or costs that apply to similarly situated active employees of Aramark generally; provided, however, that if the Employee becomes employed by a new employer during the Health Coverage Period, continuing coverage from Aramark hereunder and the Health Coverage Period will immediately terminate, so long as the Employee elects to participate in such new employer's coverage. During the Health Coverage Period, the Employee shall pay the employee portion of the applicable monthly premiums due in respect of such medical, dental and vision coverage received by the Employee and his eligible dependents, on the same terms and conditions (including premium amount and payment timing) that the Employee would have paid had he remained employed during such month (the "Employee Premium Payments"); provided, however, that if the Employee fails to make any Employee Premium Payments for a period of 90 consecutive days, Aramark shall have the right in its sole discretion to immediately terminate such continuing coverage, subject to Aramark's obligation to continue to provide the Employee with group medical, dental and vision coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Notwithstanding the foregoing, Aramark reserves the right to restructure the foregoing arrangement during the Health Coverage Period in any manner necessary or appropriate to avoid fines, penalties or negative tax consequences to Aramark or the Employee (including, without limitation, to avoid any penalty imposed for violation of the nondiscrimination requirements under the Patient Protection and Affordable Care Act or the guidance issued thereunder), as determined by Aramark in its sole and absolute discretion; provided, however, that any such restructure to the arrangement will not result in a material cost increase to the Employee. Basic Group medical, dental and vision coverage provided during the Health Coverage Period shall be applied against Aramark's obligation to continue group medical, dental and vision coverage under COBRA. For the avoidance of doubt, Executive Leadership Council Medical Plan coverage shall not continue during the Health Coverage Period.

(b) If, at the time of termination, Aramark is providing Employee with a leased vehicle, then Aramark will continue to provide the leased vehicle through the Severance Pay Period under the same terms and conditions as in effect at the time of the Employee's termination. At the expiration of the Severance Pay Period, Employee must return the leased vehicle to Aramark unless the Employee elects to purchase the vehicle in accordance with the Executive Leadership Council policy then in effect. If Employee is receiving a car allowance at the time of the Employee's termination, such car allowance will continue to be paid through the Severance Pay Period. At the expiration of the Severance Pay Period, the Employee will cease being paid a car allowance.

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

B. Termination for "Cause" shall be defined as termination of employment due to: (i) conviction or plea of guilty or nolo contendere to a felony, (ii) intentional fraud or dishonesty with respect to Aramark that causes material and demonstrable harm to Aramark, (iii) willful and continuous failure to perform lawfully assigned duties that are consistent with the Employee's position with Aramark, (iv) willful violation of Aramark's Business Conduct Policy that causes material harm to Aramark or its business reputation, or (v) intentionally working against the best interests of Aramark; in any case of conduct described in clause (ii)-(v), only if such conduct continues beyond ten business days after receipt by the Employee from Aramark of a written demand to cure such conduct.

C. Even if Employee commences other employment during such period provided and such employment does not violate the terms of Article 2, and subject to the provisions of Article 6.E, (i) if Employee is terminated by Aramark for reasons other than Cause, subject to the provisions of Article 6.A.2.a, Employee will receive the severance payments and other post-employment benefits during the Severance Pay Period and (ii) if Employee resigns in accordance with Article 6.A.(ii)(y), subject to the provisions of Article 6.A.2.a., Employee will be entitled to the post-employment benefits during the Health Coverage Period.

Notwithstanding anything else contained in this Article 6 to the contrary, Aramark may choose not to commence (or to discontinue) providing any payment or benefit unless and until Employee executes and delivers, without revocation, a release in form reasonably acceptable to Aramark, as described in Article 6.E within 60 days following Employee's termination of employment; provided, however, that subject to receipt of such executed release, Aramark shall commence providing such payments and benefits within 75 days following the date of termination of Employee's employment.

D. In addition to the remedies set forth in Article 5, Aramark reserves the right to terminate all severance payments and other post-employment benefits (including the benefits described in Article 6.A.2.a) if Employee violates the covenants set forth in Articles 1, 2, 3 or 4 above in any material respect or, in the case of the benefits described in Article 6.A.2.a only, if Employee violates the covenants set forth in Article 2 above in any material respect at any time during the Health Coverage Period.

E. Employee's receipt of severance and other post-employment benefits under this Agreement is contingent on (i) Employee's execution and non-revocation of a release in a form reasonably acceptable to Aramark, except that such release shall not include any claims by

Employee to enforce Employee's rights under, or with respect to, (1) this Agreement (including the attached Exhibit B), (2) the Certificate of Incorporation and By-laws of Aramark, (3) any indemnification agreement between the Employee and Aramark or (4) any Aramark benefit plan pursuant to its terms, and (ii) the expiration of the applicable Age Discrimination in Employment Act revocation period without such release being revoked by Employee.

ARTICLE 7
TERM OF EMPLOYMENT

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

ARTICLE 8
MISCELLANEOUS

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

B. Notwithstanding anything to the contrary contained herein, Employee shall, after termination of employment for Good Reason by Employee or other than for Cause by Aramark, retain all rights to indemnification under applicable law or any agreement, or under Aramark's or any parent corporation's Certificate of Incorporation or By-Laws at a level that is at least as favorable to the Employee as that currently provided. In addition, the Company shall maintain Director's and Officer's liability insurance on behalf of Employee, at the level in effect immediately prior to such date of termination, for the three-year period following the date of termination, and throughout the period of any applicable statute of limitations.

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

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

D. In the event of a Change of Control as defined in the attached Exhibit B, the provisions of Exhibit B shall apply to Employee. Further, pursuant to the Deferred Compensation Tax Rules, Aramark, in its discretion, is permitted to accelerate the time and form

of payments provided under the deferred compensation arrangement set forth in this Agreement (including Exhibit B), where the right to the payment arises due to a termination of the arrangement within the 30 days preceding or the 12 months following a change in control event (as defined in the Deferred Compensation Tax Rules).

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

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

G. This Agreement shall supersede and substitute for any previous post-employment or severance agreement between Employee and Aramark.

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

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

J. Employee expressly consents to the application of Article 8.I to any judicial action or proceeding arising out of or relating to this Agreement. Aramark shall have the right to serve legal process upon Employee in any manner permitted by law, with a copy to Employee's most recent email on file with Aramark, which upon such emailing shall be deemed effective service of legal process. In addition, Employee irrevocably appoints the Executive Vice President, Human Resources of Aramark (or any successor) as Employee's agent for service of legal process in connection with any such action or proceeding and Employee agrees that service of legal process upon such agent, who shall promptly advise Employee of any such service of legal process at the address of Employee then in the records of Aramark, shall be deemed in every respect effective service of legal process upon Employee in any such action or proceeding.

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

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

M. Employee and Aramark acknowledge that for purposes of Article 6, Employee's last hire date with Aramark is January 7, 2020 (the "Hire Date").

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

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

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed this 5th day of January, 2020.

/s/ Thomas Ondrof

Thomas Ondrof

ARAMARK

/s/ Lynn B. McKee

By: Lynn B. McKee

Title: Executive Vice President, Human Resources

Schedule 1
Prior Works

Exhibit A

Aramark

Incentive Compensation Recoupment Policy

Overview

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

Covered Employees

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

Incentive Compensation

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

Accounting Restatement; Calculation of Overpayment

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

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

Forms of Recovery

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

Time Period for Overpayment Review

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

No Additional Payments

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

Applicability

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

Committee Determination Final

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

Other Laws

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

Amendment; Termination

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

Adopted on November 6, 2018

EXHIBIT B

TERMINATION PROTECTION PROVISIONS

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

1. Defined Terms.

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

2. Effective Date; Term.

This Exhibit shall be effective as of the date on which the agreement referenced above, of which this Exhibit forms a part, shall be effective (the "Effective Date") and shall remain in effect until the later of three years following a Change of Control and the date that all of the Company's obligations under this Exhibit have been satisfied in full.

3. Change of Control Benefits.

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

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

(1) two times Executive's Base Salary in effect on the date of the Change of Control or the Termination Date, whichever is higher; provided, that if any reduction of the Base Salary has occurred, then the Base Salary on either date shall be as in effect immediately prior to such reduction, payable in regular installments at such times as would otherwise be the Company's usual payroll practice over a period of two years; and

(2) the higher of: (A) two times Executive's Target Bonus in effect on the date of the Change of Control or the Termination Date, whichever is greater; or (B) two times Executive's most recent actual annual bonus, payable in either case ratably in regular installments at the same time as payments are made to Executive under Section 3(a)(1) above; provided, that if any reduction of the Target Bonus has occurred, then the Target Bonus on either date shall be as in effect immediately prior to such reduction; and

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

b. Continuation of Benefits. Executive shall be provided with such benefits as described in Article 6.A.2.a of the Agreement, subject to Section 6.D of the Agreement.

c. Payment of Earned But Unpaid Amounts. Within forty days after the Termination Date, the Company shall pay Executive the Base Salary through the Termination Date, any Bonus earned but unpaid as of the Termination Date for any previously completed fiscal year of the Company, to the extent not previously deferred under a particular deferred compensation plan, and reimbursement for any unreimbursed expenses properly incurred by Executive in accordance with Company policies prior to the Termination Date. Executive shall also receive such employee benefits, if any, to which Executive may be entitled from time to time under the employee benefit or fringe benefit plans, policies or programs of the Company, other than any Company severance policy (payments and benefits in this subsection (c), the "Accrued Benefits").

d. Outplacement Counseling. For the two-year period following the Termination Date (or, if earlier, the date Executive first obtains full-time employment after the Termination Date), the Company shall reimburse all reasonable expenses incurred by Executive for professional outplacement services by qualified consultants selected by Executive, in an amount not to exceed 20% of the Executive's Base Salary in effect on the date of the Change of Control or the Termination Date, whichever is higher. All such reimbursement payments shall be made prior to the last day of the second calendar year following the calendar year in which the Termination Date occurs.

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

4. Mitigation.

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

5. Excise Tax Consequences.

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

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

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

6. Termination for Cause.

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

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

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

8. Executive Covenants.

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

9. Costs of Proceedings.

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

10. Assignment.

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

11. Withholding.

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

12. Applicable Law.

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

13. Notice.

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

If to the Company:

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

If to Executive:

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

14. Entire Agreement; Modification.

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

15. Severability.

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

Schedule A

CERTAIN DEFINITIONS

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

1. “Act” means the Securities Exchange Act of 1934, as amended.
2. “Affiliate” shall have the meaning set forth in the Company Amended and Restated 2013 Stock Incentive Plan, as the same may be amended from time to time.
3. “Base Salary” means Executive’s annual rate of base salary in effect on the date in question.
4. “Bonus” means the amount payable to Executive under the Company’s applicable annual bonus plan with respect to a fiscal year of the Company.
5. “Cause” means “cause” as defined in the Agreement of which this Schedule A forms a part.
6. “Change of Control” means the first to occur of any of the following:

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

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

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

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

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

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

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

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

(b) any decrease in Executive's pension benefit opportunities or any material diminution in the aggregate employee benefits, in each case, afforded to the Executive immediately prior to the Change of Control, but not including any such decrease or diminution that is inadvertent and that is cured within 30 days following written notice of such decrease or diminution by Executive to the Company;

(c) any diminution in Executive's title or reporting relationship, or substantial diminution in duties or responsibilities (other than solely as a result of a Change of Control in which the Company immediately thereafter is no longer publicly held); or

(d) any relocation of Executive's principal place of business of 35 miles or more, other than normal travel consistent with past practice.

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

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

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

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



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Aramark Names Thomas Ondrof as Chief Financial Officer

Steve Bramlage Will Remain as Executive Advisor Through Transition

PHILADELPHIA, PA, January 6, 2020 — Aramark (NYSE:ARMK), a \$16 billion global leader in food, facilities management and uniforms, announced today that Thomas Ondrof will join the Company as Executive Vice President, Chief Financial Officer, effective January 7, 2020, succeeding Steve Bramlage who will remain with the Company until April 3, 2020 in the role of Executive Advisor to assist in this transition.

Ondrof previously served as Chief Financial Officer with Performance Food Group (NYSE:PFGC), a \$23 billion foodservice distributor. Prior to PFG, Ondrof spent 24 years at Compass Group North America, where he served in a variety of financial and business development leadership roles, including Chief Development Officer, Chief Strategy Officer and Chief Financial Officer.

“Tom is a proven financial leader who brings tremendous industry insight and acumen to Aramark that will be invaluable to the Company’s future success,” said John Zillmer, Chief Executive Officer, Aramark. “On behalf of the Board, I want to thank Steve Bramlage for his numerous contributions over the past 5 years, as well as his expertise and guidance during this transition period. We wish him all the best in his future endeavors.”

“I am incredibly excited to join Aramark at such a dynamic time in the Company’s history,” said Tom Ondrof. “I look forward to leading the finance organization and working closely with John and the leadership team to accelerate Aramark’s revenue growth and unlock shareholder value.”

About Tom Ondrof

As CFO of Performance Food Group, Ondrof created multiple working capital and post-IPO strategic financial initiatives. During his time at Compass, Ondrof led multi-billion dollar acquisitions, and guided a financial organization that helped propel the company to exceptional revenue and profit growth. Prior to his time at Compass, Ondrof worked in planning and development at ITT Rayonier (NYSE:RYN), a Fortune 500 timberland real estate investment trust. He began his career as an auditor with PricewaterhouseCoopers. Ondrof holds an MBA from University of Georgia and a bachelor’s degree in Accounting from Wake Forest University.

About Aramark

Aramark (NYSE: ARMK) proudly serves the world's leading educational institutions, Fortune 500 companies, world champion sports teams, prominent healthcare providers, iconic destinations and cultural attractions, and numerous municipalities in 19 countries around the world. Our 280,000 team members deliver innovative experiences and services in food, facilities management and uniforms to millions of people every day. We strive to create a better world by making a positive impact on people and the planet, including commitments to engage our employees; empower healthy consumers; build local communities; source ethically, inclusively and responsibly; operate efficiently and reduce waste. Aramark is recognized as a Best Place to Work by the Human Rights Campaign (LGBTQ), DiversityInc, Black Enterprise and the Disability Equality Index. Learn more at www.aramark.com or connect with us on Facebook and Twitter.

Forward Looking Statements

This press release includes "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect our current views as to future events and financial performance with respect to, without limitation, conditions in our industry, our operations, our economic performance and financial condition. These statements can be identified by the fact that they do not relate strictly to historical or current facts. They use words such as "outlook," "aim," "anticipate," "are or remain or continue to be confident," "have confidence," "estimate," "expect," "will be," "will continue," "will likely result," "project," "intend," "plan," "believe," "see," "look to" and other words and terms of similar meaning or the negative versions of such words.

Forward-looking statements speak only as of the date made. All statements we make relating to our estimated and projected earnings, costs, expenditures, cash flows, growth rates, financial results and our estimated benefits and costs of our acquisitions are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments.

These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. Some of the factors that we believe could affect our results include without limitation: our ability to successfully implement our management transition; unfavorable economic conditions; natural disasters, global calamities, sports strikes and other adverse incidents; the failure to retain current clients, renew existing client contracts and obtain new client contracts; a determination by clients to reduce their outsourcing or use of preferred vendors; competition in our industries; increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our food and support services contracts; the inability to achieve cost savings through

our cost reduction efforts; our expansion strategy; the failure to maintain food safety throughout our supply chain, food-borne illness concerns and claims of illness or injury; governmental regulations including those relating to food and beverages, the environment, wage and hour and government contracting; liability associated with noncompliance with applicable law or other governmental regulations; new interpretations of or changes in the enforcement of the government regulatory framework; currency risks and other risks associated with international operations, including Foreign Corrupt Practices Act, U.K. Bribery Act and other anti-corruption law compliance; continued or further unionization of our workforce; liability resulting from our participation in multiemployer defined benefit pension plans; risks associated with suppliers from whom our products are sourced; disruptions to our relationship with, or to the business of, our primary distributor; the inability to hire and retain sufficient qualified personnel or increases in labor costs; healthcare reform legislation; the contract intensive nature of our business, which may lead to client disputes; seasonality; disruptions in the availability of our computer systems or privacy breaches; failure to maintain effective internal controls; our leverage; the inability to generate sufficient cash to service all of our indebtedness; debt agreements that limit our flexibility in operating our business; our ability to attract new or maintain existing customer and supplier relationships at reasonable cost; our ability to retain key personnel and other factors set forth under the headings Item 1A “Risk Factors,” Item 3 “Legal Proceedings” and Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and other sections of our Annual Report on Form 10-K, filed with the SEC on November 26, 2019 as such factors may be updated from time to time in our other periodic filings with the SEC, which are accessible on the SEC’s website at www.sec.gov and which may be obtained by contacting Aramark’s investor relations department via its website www.aramark.com. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this press release and in our other filings with the SEC. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in our expectations, or otherwise, except as required by law.