

ARAMARK Services Management of OH, Inc.  
Form POS AM  
January 21, 2015  
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As filed with the Securities and Exchange Commission on January 21, 2015

Registration No. 333-194077

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

**POST-EFFECTIVE AMENDMENT NO. 2**

**TO FORM S-1**

**ON FORM S-3**

**REGISTRATION STATEMENT**

*UNDER*

*THE SECURITIES ACT OF 1933*

**Aramark**

**Aramark Services, Inc.**

**(Exact name of registrant as specified in its charter)**

|   |   |  |
|---|---|--|
| <b>Delaware</b>   | <b>5812</b>   | <b>20-8236097</b>                                  |
| <b>Delaware</b>   | <b>5812</b>   | <b>95-2051630</b>                                  |
| <b>(State or other jurisdiction of<br/>incorporation or organization)</b> | <b>(Primary Standard Industrial<br/>Classification Code Number)</b> | <b>(I.R.S. Employer<br/>Identification Number)</b> |

**1101 Market Street**

**Philadelphia, Pennsylvania 19107**

**(215) 238-3000**

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

**Stephen R. Reynolds, Esq.**

**Executive Vice President, General Counsel and Secretary**

**Aramark Tower**

**1101 Market Street**

**Philadelphia, Pennsylvania 19107**

**(215) 238-3000**

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

*With a copy to:*

**Joseph H. Kaufman, Esq.**

**Simpson Thacher & Bartlett LLP**

**425 Lexington Avenue**

**New York, New York 10017-3954**

**(212) 455-2000**

**Approximate date of commencement of proposed offer:** As soon as practicable after this Registration Statement is declared effective.

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

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

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

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

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

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

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

Large accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

| <b>Title of each class of Securities to be Registered</b> | <b>Amount to be Registered</b> | <b>Proposed Maximum Offering Price per Note</b> | <b>Proposed Maximum Aggregate Offering Price<sup>(1)</sup></b> | <b>Amount of Registration Fee</b> |
|---|--------------------------------|---|--|-----------------------------------|
| 5.75% Senior Notes due 2020                               | (1)                            | (1)   | (1)  | (1)                               |
| Guarantees of 5.75% Senior Notes due 2020 <sup>(2)</sup>  | (1)(3)                         | (1)(3)  | (1)(3)   | (1)(3)                            |

(1) An indeterminate amount of securities are being registered hereby to be offered solely for market-making purposes by specified affiliates of the registrants. Pursuant to Rule 457(q) under the Securities Act of 1933, as amended, no filing fee is required.

(2) See inside facing page for additional registrant guarantors.

(3) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

**The registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

**Table of Contents****Table of Registrant Guarantors**

| <b>Exact Name of Registrant as Specified in its Charter</b> | <b>State or other Jurisdiction of Incorporation or Organization</b> | <b>IRS Employer Identification Number (IF NONE WRITE N/A)</b> | <b>Address, Including Zip Code, of Registrant's Principal Executive Offices</b> | <b>Phone Number</b> |
|---|---|---|---|---------------------|
| 1st & Fresh, LLC  | Delaware  | 26-3147608  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Addison Concessions, Inc.                                   | Delaware  | 23-3068280  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| American Snack & Beverage, LLC                              | Florida   | 65-0099517  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark American Food Services, LLC                         | Ohio  | 34-4197320  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Asia Management, LLC                                | Delaware  | 20-1697406  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Aviation Services Limited Partnership               | Delaware  | 36-3940986  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Business & Industry, LLC                            | Delaware  | 26-3147457  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Business Center, LLC                                | Delaware  | 46-3549461  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Business Dining Services of Texas, LLC              | Texas   | 23-2573583  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Business Facilities, LLC                            | Delaware  | 26-3674871  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Campus, LLC   | Delaware  | 23-3102688  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Capital Asset Services, LLC                         | Wisconsin   | 39-1551693  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Cleanroom Services (Puerto Rico), Inc.              | Delaware  | 20-2644041  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Aramark Cleanroom Services, LLC                             | Delaware  | 23-2062167  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Aramark Confection, LLC                                     | Delaware  | 36-2392940  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Construction and Energy Services, LLC               | Delaware  | 27-3359653  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Construction Services, Inc.                         | Delaware  | 27-4284479  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Consumer Discount Company                           | Pennsylvania  | 23-2704523  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Correctional Services, LLC                          | Delaware  | 23-2778485  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark CTS, LLC  | Delaware  | 36-4503103  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Distribution Services, Inc.                         | Illinois  | 36-1164580  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Aramark Educational Group, LLC                              | Delaware  | 23-2573586  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |

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|---|----------|------------|--|--------------|
| Aramark Educational Services of Texas, LLC                      | Texas    | 23-1717332 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Educational Services of Vermont, Inc.                   | Vermont  | 23-2263511 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Educational Services, LLC                               | Delaware | 23-1354443 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Engineering Associates, LLC                             | Delaware | 36-4358960 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Entertainment, LLC                                      | Delaware | 11-2145117 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Executive Management Services USA, Inc.                 | Delaware | 23-3029011 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Facilities Management, LLC                              | Delaware | 23-2636400 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Facility Management Corporation of Iowa                 | Iowa     | 13-3444248 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Facility Services, LLC                                  | Delaware | 20-8482211 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Business Services, LLC                              | Delaware | 85-0485361 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Campus Services, LLC                                | Delaware | 85-0485370 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Correctional Services, LLC                          | Delaware | 85-0485374 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Healthcare Support Services, LLC                    | Delaware | 85-0485377 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Kansas, Inc.  | Kansas   | 04-3719118 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Refreshment Services, LLC                           | Delaware | 85-0485381 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC School Support Services, LLC                        | Delaware | 85-0485386 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Services, LLC                                       | Delaware | 16-1653189 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC Sports and Entertainment Services, LLC              | Delaware | 85-0485389 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FHC, LLC  | Delaware | 02-0652458 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Food and Support Services Group, Inc.                   | Delaware | 23-2573585 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Food Service Corporation of Kansas                      | Kansas   | 13-3703705 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Food Service of Texas, LLC                              | Texas    | 74-1310443 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Food Service, LLC                                       | Delaware | 23-0404985 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark FSM, LLC  | Delaware | 37-1462108 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Healthcare Support Services of Texas, Inc.              | Texas    | 23-2575102 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Healthcare Support Services of the Virgin Islands, Inc. | Delaware | 23-2654936 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Healthcare Support Services, LLC                        | Delaware | 23-1530221 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
|   | Delaware | 33-0694408 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |

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| Aramark Healthcare Technologies, LLC            |          |            |  |              |
| Aramark India Holdings LLC                      | Delaware | 20-5396223 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Industrial Services, LLC                | Delaware | 38-2712298 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Japan, Inc.                             | Delaware | 37-1437224 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Kitty Hawk, Inc.                        | Idaho    | 23-2167428 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Management, LLC                         | Delaware | 26-1597527 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Marketing Services Group, Inc.          | Delaware | 23-1630859 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Management Services Limited Partnership | Delaware | 36-3797749 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark North Carolina Technical Services, LLC  | Delaware | 26-0771431 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Organizational Services, Inc.           | Delaware | 23-3029013 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Processing, LLC                         | Delaware | 26-2621089 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Qatar, LLC                              | Delaware | 26-0727676 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Rail Services, LLC                      | Delaware | 26-3519724 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |

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|---|---|---|---|---------------------|
| Aramark RAV, LLC  | Delaware  | 38-3655870  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Aramark RBI, INC.   | Delaware  | 23-2732825  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Refreshment Group, Inc.                             | Delaware  | 33-1157779  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Refreshment Services of Tampa, LLC                  | Delaware  | 26-2829924  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Refreshment Services, LLC                           | Delaware  | 23-1673482  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Schools Facilities, LLC                             | Delaware  | 26-3674561  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Schools, LLC  | Delaware  | 23-3102689  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark SCM, Inc.   | Delaware  | 04-3652050  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Senior Living Services, LLC                         | Delaware  | 20-0648583  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Senior Notes Company                                | Delaware  | 23-2693518  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of HI, Inc.                     | Hawaii  | 23-2983665  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of IL, Inc.                     | Illinois  | 23-2983669  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of MI, Inc.                     | Michigan  | 23-2983689  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of NJ, Inc.                     | New Jersey  | 23-2983702  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of OH, Inc.                     | Ohio  | 23-2983707  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of SC, Inc.                     | South Carolina  | 23-2983715  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services Management of WI, Inc.                     | Wisconsin   | 23-2983725  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services of Kansas, Inc.                            | Kansas  | 23-2525399  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Services of Puerto Rico, Inc.                       | Delaware  | 66-0231810  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark SM Management Services, Inc.                        | Delaware  | 36-3744854  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark SMMS LLC  | Delaware  | 23-3099982  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark SMMS Real Estate LLC                                | Delaware  | 23-3099984  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Sports and Entertainment Group, LLC                 | Delaware  | 23-2573588  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Aramark Sports and Entertainment Services of                | Texas   | 23-2573584  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |



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| Texas, LLC                                      |                |            |  |              |
| Aramark Sports and Entertainment Services, LLC  | Delaware       | 23-1664232 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Sports Facilities, LLC                  | Delaware       | 20-3808955 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Sports, LLC                             | Delaware       | 23-3102690 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Summer Games 1996, LLC                  | Delaware       | 23-2820402 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Technical Services North Carolina, Inc. | North Carolina | 56-0893678 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Togwotee, LLC                           | Delaware       | 26-2259208 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark U.S. Offshore Services, LLC             | Delaware       | 23-3020180 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark Uniform & Career Apparel Group, Inc.    | Delaware       | 23-2816365 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform & Career Apparel, LLC           | Delaware       | 95-3082883 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Manufacturing Company           | Delaware       | 23-2449947 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Baltimore) LLC        | Delaware       | 20-4488478 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Carmelo) LLC          | Delaware       | None       | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Matchpoint) LLC       | Delaware       | 20-5396299 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Midwest) LLC          | Delaware       | 20-4799404 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Rochester) LLC        | Delaware       | 75-3102371 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Santa Ana) LLC        | Delaware       | 20-0989729 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Syracuse) LLC         | Delaware       | 61-1437731 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (Texas) LLC            | Delaware       | 20-4488401 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Uniform Services (West Adams) LLC       | Delaware       | 20-2038791 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Aramark Venue Services, Inc.                    | Delaware       | 23-2986471 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark WTC, LLC                                | Delaware       | 45-5145553 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Aramark/HMS, LLC                                | Delaware       | 51-0363060 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Brand Coffee Service, Inc.                      | Texas          | 74-1875393 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| COHR Holdings, Inc.                             | Delaware       | 20-4226554 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| COHR Inc.                                       | Delaware       | 95-4752572 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| D.G. Maren II, Inc.                             | Delaware       | 23-2921096 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Delsac VIII, Inc.                               | Delaware       | 23-2449950 | 115 North First Street, Burbank, CA 91502  | 215-238-3000 |
| Filterfresh Coffee Service, Inc.                | Delaware       | 14-1676557 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Filterfresh Franchise Group, LLC                | Delaware       | 04-3527632 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Fine Host Holdings, LLC                         | Delaware       | 42-1567694 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Genesis Technology Partners, LLC                | Nebraska       | 47-0814621 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |

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| GTP Acquisition Co.<br>Harrison Conference<br>Associates, LLC | Delaware       | 20-0414323 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Center of<br>Glen Cove, Inc.              | Delaware       | 11-2516961 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Center of<br>Lake Bluff, Inc.             | New York       | 11-2385640 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Services<br>of Massachusetts, LLC         | Illinois       | 36-2679415 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Services<br>of North Carolina, LLC        | Massachusetts  | 04-2528586 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Services<br>of Princeton, Inc.            | North Carolina | 11-3092159 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harrison Conference Services<br>of Wellesley, LLC             | New Jersey     | 11-2730949 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harry M. Stevens, Inc. of New<br>Jersey                       | Massachusetts  | 04-2969190 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
| Harry M. Stevens, Inc. of Penn<br>Harry M. Stevens, LLC       | New Jersey     | 13-5589767 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
|   | Pennsylvania   | 13-6097356 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |
|   | Delaware       | 20-8482129 | 1101 Market Street, Philadelphia, PA 19107 | 215-238-3000 |

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|---|---|---|---|---------------------|
| Kowalski-Dickow Associates, LLC                             | Wisconsin   | 39-1453115  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| L&N Uniform Supply, LLC                                     | California  | 95-2309531  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Lake Tahoe Cruises, LLC                                     | California  | 94-2599810  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Landy Textile Rental Services, LLC                          | Delaware  | 20-8482253  | 115 North First Street, Burbank, CA 91502                                       | 215-238-3000        |
| Lifeworks Restaurant Group, LLC                             | Delaware  | 27-2146749  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| MPBP Holdings, Inc.   | Delaware  | 20-8146134  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| MyAssistant, Inc.   | Pennsylvania  | 23-3050214  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| New Aramark LLC   | Delaware  | 46-1787432  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Old Time Coffee Co.   | California  | 77-0546919  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Overall Laundry Services, Inc.                              | Washington  | 91-1138829  | 115 North First Street Burbank, CA 91502  | 215-238-3000        |
| Paradise Hornblower, LLC                                    | California  | 94-3136374  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Potomac Coffee, LLC   | Delaware  | 11-3720904  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| ReMedPar, Inc.  | Delaware  | 52-2349972  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Restaura, Inc.  | Michigan  | 38-1206635  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Shoreline Operating Company, Inc.                           | California  | 77-0484063  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Tahoe Rocket LP   | California  | 94-3390484  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |
| Travel Systems, LLC   | Nevada  | 88-0119879  | 1101 Market Street, Philadelphia, PA 19107                                      | 215-238-3000        |

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**EXPLANATORY NOTE**

This Post-Effective Amendment No. 2 to the Registration Statement on Form S-1 (Registration No. 333-194077) is being filed on Form S-3 as the eligibility requirements for use of that form have been satisfied.

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**Aramark Services, Inc.**

**5.75% Senior Notes due 2020**

The 5.75% Senior Notes due 2020 (the notes) bear interest at a rate of 5.75% per annum and will mature on March 15, 2020.

We may redeem some or all of the notes at any time on or after March 15, 2015 at the redemption prices set forth in this prospectus. We may redeem some or all of the notes prior to March 15, 2015, at a price equal to 100% of the principal amount of the notes redeemed plus the applicable make-whole premium as described in this prospectus. We may also redeem up to 40% of the notes at any time before March 15, 2015, at a price equal to 105.750% using the proceeds of certain equity offerings.

The notes are senior unsecured obligations of Aramark Services, Inc. and rank senior in right of payment to our future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes. The notes rank equal in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes. The notes are effectively subordinated to all of our existing and future secured debt, including obligations under our senior secured credit facilities, to the extent of the value of the assets securing such debt, and structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the notes.

The notes are guaranteed on an unsecured senior basis by Aramark and each of our wholly-owned domestic subsidiaries that guarantees our senior secured credit facilities. The notes rank senior in right of payment to all of the applicable guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes. The notes are effectively subordinated to all of the applicable guarantor's existing and future secured debt, including such guarantor's guarantee under our senior secured credit facilities, to the extent of the value of the assets securing such debt, and structurally subordinated to all obligations of any subsidiary that is not also a guarantor of the notes.

**See Risk Factors beginning on page 15 for a discussion of certain risks that you should consider before investing in the notes.**

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

This prospectus has been prepared for and may be used by Goldman, Sachs & Co. and other affiliates of Goldman, Sachs & Co. in connection with offers and sales of the notes related to market-making transactions in the notes effected from time to time. Such affiliates of Goldman, Sachs & Co. may act as principal or agent in such transactions, including as agent for the counterparty when acting as principal or as agent for both counterparties, and may receive compensation in the form of discounts and commissions, including from both counterparties, when it acts as agents for both. Such sales will be made at prevailing market prices at the time of sale, at prices related thereto or at negotiated prices. We will not receive any proceeds from such sales.

**The date of this prospectus is January 21, 2015.**

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| <p><b>You should rely only on the information contained in this prospectus including the documents incorporated by reference in this prospectus. We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information included or incorporated by reference in this prospectus and we take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You must not rely on unauthorized information or representations.</b></p> |             |

**This prospectus does not offer to sell nor ask for offers to buy any of the securities in any state or jurisdiction where an offer or sale is not permitted, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities. You should assume that the information contained in or incorporated by reference in this prospectus is accurate only as of their respective dates.**

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**STATEMENTS REGARDING FORWARD-LOOKING INFORMATION**

This prospectus contains and incorporates by reference forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect our current views as to future events, developments and results with respect to, without limitation, conditions in our industry, our operations, our economic performance and financial condition, including, in particular, statements relating to our business and growth strategy under Prospectus Summary in this prospectus and under Management's Discussion and Analysis of Financial Conditions and Results of Operations and Business in our Annual Report on Form 10-K for the fiscal year ended October 3, 2014, filed with the SEC on December 2, 2014. These statements can be identified by the fact that they do not relate strictly to historical or current facts. They use words such as outlook, aim, anticipate, are confident, estimate, expect, will be, will continue, likely result, project, intend, plan, believe, see, look to and other words and terms of similar meaning or the variations of such words in connection with a discussion of future operating or financial performance. Forward-looking statements speak only as of the date made. All statements we make relating to our estimated and projected earnings, costs, expenditures, cash flows, growth rates and financial results are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations (cautionary statements) are disclosed under Risk Factors and elsewhere in this prospectus and in the section entitled Risk Factors in our Annual Report on Form 10-K for the fiscal year ended October 3, 2014, including, without limitation, in conjunction with the forward-looking statements included and incorporated by reference in this prospectus. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. Some of the factors that we believe could affect our results include without limitation:

unfavorable economic conditions;

natural disasters, global calamities, sports strikes and other adverse incidents;

the failure to retain current clients, renew existing client contracts and obtain new client contracts;

a determination by clients to reduce their outsourcing or use of preferred vendors;

competition in our industries;

increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our food and support services contracts;



the inability to achieve cost savings through our cost reduction efforts;

our expansion strategy;

the failure to maintain food safety throughout our supply chain, food-borne illness concerns and claims of illness or injury;

governmental regulations including those relating to food and beverages, the environment, wage and hour and government contracting;

liability associated with noncompliance with applicable law or other governmental regulations;

changes in, 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;

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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;

our leverage;

the inability to generate sufficient cash to service all of our indebtedness;

debt agreements that limit our flexibility in operating our business;

potential conflicts of interest between our Controlling Owners (as defined herein) and us; and

other factors set forth under the heading "Risk Factors" in this prospectus and under the heading "Risk Factors, Legal Proceedings and Management's Discussion and Analysis of Financial Conditions and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended October 3, 2014.

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 prospectus and in the documents incorporated by reference herein. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements contained in this prospectus or incorporated by reference. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in our expectations, or otherwise, except as required by law.



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**PRESENTATION OF FINANCIAL AND OTHER INFORMATION**

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

Our fiscal year ends on the Friday nearest September 30 in each year. In this prospectus, when we refer to our fiscal years, we say fiscal and the year number, as in fiscal 2014, which refers to our fiscal year ended October 3, 2014. In addition, client refers to those businesses and other organizations which engage us to provide services. Consumers refers to those consumers of our services, such as employees, students and patrons, to whom our clients provide us access.

We present Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA, as defined under Prospectus Summary Summary Consolidated Financial Data, as non-U.S. Generally Accepted Accounting Principles, or non-GAAP, financial measures in various places throughout this prospectus. Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA are supplemental measures used by management to measure operating performance. Our presentation of Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA has limitations as an analytical tool, and should not be considered in isolation or as a substitute for analysis of our results as reported under generally accepted accounting principles in the United States ( U.S. GAAP ). We use Adjusted Net Income as a supplemental measure of our overall profitability because it excludes the impact of the non-cash amortization of certain intangible assets and depreciation of property and equipment that were created at the time of our 2007 going-private transaction (the 2007 Transaction ), share-based compensation expense and other costs that are not indicative of our ongoing operational performance. Similarly, we use Adjusted Operating Income and Adjusted EBITDA as supplemental measures of our operating profitability and to evaluate and control our cash operating costs because they exclude the impact of the items noted above relating to the calculation of Adjusted Net Income that are not indicative of our ongoing operational performance. We believe the presentation of Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA is appropriate to provide additional information to investors about our operating performance.

Because Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA are not measures determined in accordance with U.S. GAAP and are susceptible to varying calculations, we caution investors that these measures as presented may not be comparable to similarly titled measures of other companies. Under Prospectus Summary Summary Consolidated Financial Data herein, we include a quantitative reconciliation of Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA to the most directly comparable U.S. GAAP financial performance measure, which is net income.

**MARKET AND INDUSTRY DATA**

The data included in this prospectus or used in documents incorporated by reference into this prospectus regarding our industry and market opportunity, including the size of certain sectors and geographies, our position and the position of our competitors within these sectors and geographies and the portion of the market opportunity that is currently outsourced, are based on management estimates, which were derived using our management's knowledge and experience in the sectors and geographies in which we operate, our own internal estimates and research, industry and general publications and research, and surveys and studies conducted by third parties. We believe these estimates to be accurate as of the date of this prospectus. However, these estimates may prove to be inaccurate because of the method by which we obtained some of the data for the estimates or because this information cannot always be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties.



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**SUMMARY**

*This summary does not contain all of the information that you should consider before making your investment decision. You should read the entire prospectus carefully, including the matters discussed under the caption **Risk Factors** and the detailed information that is incorporated into this prospectus by reference to our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 (including without limitation the **Risk Factors** section included in such Form 10-K). This prospectus contains references to years 2014, 2013 and 2012, which represent fiscal years ended October 3, 2014, September 27, 2013 and September 28, 2012, respectively, unless the context otherwise requires. In this prospectus our **Annual Report** refers to our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 that we filed with the SEC on December 2, 2014 and that is incorporated herein by reference. See the **Where You Can Find More Information** section of this prospectus for a further discussion of incorporation by reference.*

**Our Company**

We are a leading global provider of food, facilities and uniform services to education, healthcare, business and industry and sports, leisure and corrections clients. Our core market is North America (comprised of the United States and Canada), which is supplemented by an additional 20-country footprint serving many of the fastest growing global geographies. We hold the #2 position in North America in food and facilities services and uniform services based on total sales in fiscal 2014. Internationally, we hold a top 3 position in food and facilities services based on total sales in fiscal 2014 in most countries in which we have significant operations, and are one of only 3 food and facilities competitors with our combination of scale, scope, and global reach. Through our established brand, broad geographic presence and employees, we anchor our business in our partnerships with thousands of education, healthcare, business, sports, leisure and corrections clients. Through these partnerships we serve millions of consumers including students, patients, employees, sports fans and guests worldwide. The scope and range of our services are evidenced by the following:

We provide services to 89% of the Fortune 500

We serve over 500 million meals annually to approximately 5 million students at colleges, universities, and K-12 schools

We service over 2,000 healthcare facilities, collectively representing over 75 million patient days annually

We cater to approximately 100 million sports fans annually through our partnerships with over 149 professional and collegiate teams

We put over 2 million people in uniforms each day

We operate in 22 countries in North America, Europe, Asia and South America

Aramark's mission is to ***Deliver experiences that enrich and nourish lives.*** This mission is anchored in a set of goals, which we refer to as our core values, that guide our execution in the marketplace:

***Sell and Serve with Passion.*** Placing clients and consumers at the center of all that we do by listening and responding to their needs with service focused on quality and innovation

***Set Goals. Act. Win.*** Maintaining a culture of accountability where performance matters and exhibiting leadership that achieves and exceeds expectations through our execution

***Front-Line First.*** Providing our front-line employees with tools and training that empower them to deliver excellence at the point of service to thousands of consumers and clients every day

***Integrity and Respect Always.*** High ethical standards are the cornerstone of the Aramark brand and help us earn the trust of our key constituents

We strive to accomplish this mission through a repeatable business model founded on five principles of excellence: selling, service, execution, marketing and operations. Our commitment to these values has earned us

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numerous awards and recognitions; we have been named one of the World's Most Admired Companies by Fortune Magazine in the category of Diversified Outsourcing Services every year since 1999 and we are recognized as one of the World's Most Ethical Companies by the Ethisphere Institute.

We operate our business in three reportable segments that share many of the same operating characteristics: Food and Support Services North America, or FSS North America, Food and Support Services International, or FSS International, and Uniform and Career Apparel, or Uniform. The following chart provides a brief overview of our reportable segments (dollars in millions):

- (1) Fiscal 2014 operating income excludes \$215.0 million of unallocated corporate expenses.
- (2) Based on fiscal 2014 total sales.
- (3) We have significant operations in the following countries: China, Chile, Germany, Ireland, Japan, Spain and the UK. We believe we hold top 3 positions in all of these countries except Spain.

Within our reportable segments, our business is generally focused around key client types Education, Healthcare, Business & Industry, Sports & Leisure and Corrections.

- (1) Based on fiscal 2014 total sales.



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We believe that our broad range of services, diversified client base, global reach and repeatable business model position us well for continued growth and margin expansion opportunities, although there can be no assurance that we will continue to grow. In fiscal 2014, we generated \$14.8 billion of sales and \$149 million of net income. As of October 3, 2014, we had \$5.4 billion of total debt.

### **Our History and Recent Accomplishments**

Since Aramark's founding in 1959, we have broadened our service offerings and expanded our client base through a combination of organic growth and acquisitions, with the goal of further developing our food, facilities and uniform capabilities, as well as growing our international presence.

On January 26, 2007, Aramark delisted from the NYSE in conjunction with a going-private transaction executed with investment funds affiliated with GS Capital Partners, CCMP Capital Advisors, LLC and J.P. Morgan Partners, LLC, Thomas H. Lee Partners, L.P. and Warburg Pincus LLC as well as approximately 250 senior management personnel.

In May 2012, Eric Foss became the new CEO and President of our company. Previously, Mr. Foss was the CEO of Pepsi Beverages Company and was Chairman and CEO of the publicly-traded Pepsi Bottling Group. Under Mr. Foss leadership at Aramark, we have introduced a number of initiatives designed to accelerate revenue and profit growth and expand margins.

On December 17, 2013, we completed an initial public offering of our common stock. In the initial public offering, we issued and sold 28,000,000 shares of common stock and the selling stockholders in the initial public offering offered and sold 13,687,500 shares of common stock. Our initial public offering raised net proceeds to us, after deducting underwriters' discounts and commissions and expenses payable by us, of \$524.1 million, which was used to repay \$370.0 million of outstanding term loans under our senior secured credit facilities and \$154.1 million of outstanding borrowings under the revolving credit facilities constituting part of our senior secured credit facilities.

On May 9, 2014, Parent changed its name from ARAMARK Holdings Corporation to Aramark and ARAMARK Corporation changed its name to Aramark Services, Inc.

### **Our Market Opportunity**

Aramark operates in large and highly fragmented markets. We believe that the global food and support services market and the North American uniform and career apparel market is approximately \$900 billion. As only approximately 50% of this opportunity is outsourced, we believe that there is a substantial potential for growth by winning business with educational and healthcare institutions, businesses, sports and leisure facilities and correctional facilities that currently provide these services in-house. We expect that demand for increased outsourced services will continue to be driven by shifting client imperatives, including: the need to focus on core businesses, the desire to deliver a high level of consumer satisfaction, the pursuit of reduced costs and the attractiveness of consolidating services with a single provider. We believe our provision of these services is increasingly important to our clients' achievement of their own missions.

The food and support services market is highly fragmented, with the five largest competitors capturing only 10% of the global market. We believe that larger service providers are better positioned to win a disproportionate amount of the business that is converted from self-operated services as clients seek services from partners with the scale and sophistication necessary to drive consumer satisfaction and increase operational efficiency. There can be no assurance that the number of outsourcing opportunities will increase or that our sales will increase if they do.



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Our core geographic market is North America, which we believe will remain an attractive opportunity due to the favorable underlying economic conditions, stability and opportunities for profitable growth, and growing trend towards outsourcing. We continue to focus on the Education and Healthcare sectors, which are only approximately 30% outsourced, and have increased as a percentage of GDP, representing significant growth opportunities. While cost reduction continues to be a key consideration, we believe that clients' decisions are increasingly driven by other benefits associated with outsourcing as they recognize that providing higher quality, more efficient food and facilities services is critical to driving satisfaction of their key constituents: students and faculty, patients, employees and sports fans.

We also operate in select, high growth, emerging markets in Asia and South America. The GDP of the countries making up these markets grew at approximately 8.8% in 2013, although GDP growth in Asia generally slowed from prior years. The economic growth in these countries is driven by factors such as rising discretionary income and increased investment in growth sectors such as mining, education and healthcare. Additionally, we estimate emerging markets are approximately 70% self-operated, making them highly attractive opportunities for outsourcing expansion. While we anticipate that economic conditions in Europe will continue to remain challenging, our operations are concentrated in Germany, the UK and Ireland, where we hold top 3 positions.

## **Our Strengths**

We believe the following competitive strengths are key to our continued success:

### **Leader in a Large, Fragmented and Growing Market**

We are a global market leader in the large, fragmented and growing food, facilities and uniform services industries. We believe that we have developed our leadership positions through using our experience and client and consumer knowledge to provide service offerings to our clients that allow our clients to focus on their core business. These leadership positions provide us with economies of scale, allow us to attract and retain industry talent and we believe position us to compete effectively for new business opportunities. We believe that clients are increasingly interested in service providers with a broad geographic reach and a breadth of service offerings.

### **Favorable Geographic, Sector and Service Mix**

We have the global reach and capability to deliver our services in 22 countries around the world, which represent approximately 65% of the world's GDP. We believe that our leading position in our core North America market will remain a principal growth driver. Also, utilizing the skills and experience we have developed over decades of service in the North American market, we have established positions in strategic emerging markets in Asia and South America. Our sales in emerging markets have increased at an annual rate of approximately 12% over the last five years, and represent 8.3% of our total sales in 2014 versus 5.7% in 2008. We believe that our expanding presence in these geographies will become increasingly important for our overall growth. In Europe, we have a selective position concentrated in Germany, the UK and Ireland.

We serve a large and diversified client base across a wide range of sectors and businesses, including Education, Healthcare, Business & Industry and Sports, Leisure and Corrections, with no single client accounting for more than 2% of 2014 sales (other than collectively a number of U.S. government entities). The Education and Healthcare sectors, which together contributed 44% of our 2014 sales globally, represent attractive growth opportunities for Aramark due to their size and low penetration.

We believe that the breadth of our service capabilities and ability to innovate position Aramark well to meet evolving consumer needs and address our clients' increasing desire to conduct business with an experienced single provider of multiple services. Clients rely on Aramark to provide a variety of services, from offering safe living and working environments for miners to patient transportation services for healthcare clients to convenience stores on college campuses.

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### **Longstanding Client Relationships**

Aramark's leading positions, scale and breadth of product offering enable us to continue to grow our business through higher penetration into existing clients and cross-selling of additional services. We have long-lasting relationships with our clients as evidenced by our approximately 94% annual retention rate and an average client relationship of approximately 10 years. We believe we are able to maintain these strong relationships year after year by providing services that help our clients focus on their own mission and also improve satisfaction of their key constituencies: employees, students and faculty, patients and sports fans. We believe that this is increasingly important for our clients as, for example, businesses compete for employees, colleges compete for students and hospitals compete for patients. Given that only 10% of our current clients utilize both food and facilities services, we believe substantial opportunities remain for us to provide additional services to our existing client base.

Further, we aim to increase the per capita spending of our target consumers and expand the participation rates of these populations in our existing service offering, through innovative marketing and merchandising programs. We continuously innovate our existing services to better meet our clients' evolving needs. We use Aramark's consumer insights and other research to increase our awareness of market trends, client needs and consumer preferences.

### **Improving Profitability with Significant Cash Flow Generation**

We have in the past and continue to implement a number of programs and tools designed to increase our profitability, including enhanced management of our key costs—food, labor and overhead—through SKU rationalization (a consolidation of product categories for our purchases), standardization of portion sizes, waste control, enhanced labor scheduling, turn-over reduction and SG&A discipline, among others. Because of the leverage inherent in our business model, we believe the implementation of these measures will increase our profitability. Since instituting these new productivity initiatives in 2012, we have seen positive momentum in our performance.

We believe our business mix allows us to deliver consistent profitability in most macroeconomic environments and our high mix of variable costs allows us to react quickly to changing conditions in our day to day operations. We have historically generated significant cash flow as a result of our consistent profitability and limited working capital and capital expenditure requirements. Our net capital expenditures in the last 5 years have averaged only 2.6% of sales. In the economic downturn in 2009 for example, our cash flow actually increased as lower capital expenditures and a reduction in working capital more than offset an earnings decline. Although net capital expenditures increased in fiscal 2014 to approximately 3.5% of sales due to several key client renewals, new business and higher technology spending, we believe that the relatively low net capital investment requirements of our business position us to continue to generate significant cash flow, which should give us the flexibility to reduce debt, pursue strategic acquisitions and return capital to our stockholders.

### **Experienced Management Team**

Our management team consists of long-tenured Aramark leaders with significant industry experience along with outside leaders with significant Fortune 500 management, consumer/retail and food industry experience. Our CEO and President, Eric Foss, is an experienced Fortune 500 public company CEO. Since joining Aramark in 2012, he has introduced an integrated strategy focusing on growth, productivity, people and delivering on financial commitments. The average tenure of our principal operating leaders is 14 years, with individual tenure ranging from 35 years to one year. Our remaining senior management team and business unit presidents' tenure averages approximately 12 years. Aramark has a long history of broad management ownership dating back to the 1980s, and our management team collectively has a significant equity position in Aramark.



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### **Our Strategies**

Through the following growth and operational strategies, we seek to provide the highest quality food, facilities and uniform services to our clients and consumers through a consistent, repeatable business model founded on five principles of excellence – selling, service, execution, marketing and operations.

#### **Grow Our Base Business**

##### ***Drive Incremental Revenue from Existing Clients***

We intend to increase penetration within our existing client base. We believe our ideas and innovations are a key differentiating factor for Aramark in winning new business at existing clients. We believe that opportunities exist to increase penetration in each of our major service lines – food service, facilities service and uniform service. In each of our sectors we have identified the top items that drive demand and have established standardized frameworks at the location level to maximize results.

Currently, 10% of our clients use both our food and facilities services. We believe that having an on-site team successfully providing one service positions us well to expand the services we provide. An example of a recent success is American University, where we have been providing facilities services since 2001 and recently won the dining business from a competitor based on our strategic vision for the campus and the local management teams that have consistently delivered high quality services.

##### ***Increase Client Retention Rates***

Aramark has historically experienced high and consistent client retention rates. In 2014, our client retention rate was 94%. We believe that our front-line focus and emphasis on satisfying our clients' needs enable us to increase the quality of our operations. Our service orientation is centered on creating a culture of excellence. We believe that providing our front-line employees with tools and training that empower them to improve the quality and breadth of service that they provide clients will drive client and consumer loyalty, enabling us to increase our retention rates and enhance profitability for our stockholders.

#### **Grow New Business**

##### ***Expand New Business Through Selling Excellence***

Aramark's platform for growing new business is centered on understanding our clients' needs, creating innovative service offerings that meet those needs and selling our services with passion. We believe that our market leadership and extensive industry experience position us to capitalize on the large, under-penetrated and growing food, facilities and uniform services markets. We believe that the current rates of penetration will increase as more businesses and organizations continue to see the benefits of outsourcing non-core activities. There can be no assurance that the current rates of penetration of outsourcing for the food, facilities and uniform services markets will increase or that our sales will increase if they do.

We are particularly focused on the Education and Healthcare sectors due to their lower level of economic sensitivity and strong growth. Despite recent economic weakness, total spending on Education and Healthcare has increased as a

percentage of total GDP. Additionally, we believe the addressable Education and Healthcare sectors represent opportunities of \$87 billion and \$31 billion, respectively, and are only approximately 30% outsourced to third party providers, which provides a significant opportunity for further growth.

***Increase Our Presence in Emerging Markets***

The favorable growth characteristics and relatively low outsourcing rates in emerging market regions present a substantial opportunity for accelerated growth. Our emerging markets presence currently consists of



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8 countries across Asia and South America and represented 8.3% of our total sales in 2014. Our growth strategy in select emerging market geographies is focused on three initiatives: supporting existing clients as they expand into emerging markets, growing in geographies in which we already operate profitably, and entering new geographies where we have identified attractive prospects for profitable expansion. Over the last several years, our China business has experienced significant growth, including 15% growth in 2014, and we believe that we are well positioned to utilize deep industry and country experience to continue to expand in this key geography. Additionally, we are focused on growing our presence in South America, where we held the #2 position in Chile and the #1 position in Argentina based on 2014 total sales. Given the scale and coordination required to successfully execute a multinational contract, we believe we are one of a very small group of global companies currently capable of competing for these contracts within emerging markets.

### ***Pursue Strategic Acquisitions***

We anticipate that continued consolidation in the global food, facilities and uniform services markets will create opportunities for us to acquire businesses with complementary geographic and service offering profiles. We intend to continue strengthening our existing business through selective, accretive acquisitions that will solidify our position, enhance and expand our service capabilities, further develop our differentiated positions, or allow us to enter into high growth geographies. We have a history of acquisitions, which we have integrated into our existing operations while achieving targeted synergies with minimal client losses. For example, in fiscal 2012 we acquired Filterfresh, a leader in providing quality office refreshment services to employees in the workplace, and in fiscal 2011 we acquired Masterplan, a clinical technology management and medical equipment maintenance company, which expanded our capability to service all levels of hospital clinical technology and strengthened our position in a key sector within the North American market. Both acquisitions were integrated into larger, similar Aramark operations.

### **Accelerate Margin Expansion through Operational Excellence**

We have been implementing a disciplined process to achieve operational excellence and capture productivity for growth through a standard, repeatable business model. To achieve this, we are investing in the systems, tools and training utilized by our front-line employees, and establishing quality standards and processes to more efficiently manage our food, merchandise, labor, and above-unit costs. Additionally, our scale and operating leverage allow us to effectively manage these costs, which together accounted for 78% of our operating costs in fiscal 2014. We are also incorporating automated, standardized and centralized processes that have resulted in the reduction of overhead costs through the elimination of redundancies in our finance and HR functions.

The implementation of these initiatives has led to increased profitability, a portion of which we are reinvesting in our business to achieve additional growth and margin expansion. This reinvestment is focused on two primary goals: improving the efficiency of standard tools and selling resources, and continuing to recruit, train and develop employees to maintain our culture of high performance. Through continued reinvestment in our business, we expect to both increase our ability to execute upon our core strategies and maintain our operational excellence.

### **Company Information**

Each of Aramark and Aramark Services, Inc. is organized under the laws of the State of Delaware. Our business traces its history back to the 1930s.

Our executive offices are located at Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107. Our website is [www.aramark.com](http://www.aramark.com). Please note that our Internet website address is provided as an inactive textual reference

only. **Information on our website does not constitute part of this prospectus.**

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**Summary of the Terms of the Notes**

*The following summary is not intended to be a complete description of the terms of the notes. For a more detailed description of the notes, see Description of Notes.*

*For purposes of this section, we, us, and our refer to Aramark Services, Inc.*

|               |  |
|---------------|--|
| Issuer        | Aramark Services, Inc.   |
| Securities    | \$1,000,000,000 in aggregate principal amount of 5.75% senior notes due 2020. The notes consist of both notes issued on March 12, 2014 in exchange for the 5.75% Senior Notes due 2020 originally issued on March 7, 2013 and any outstanding notes that were not tendered in the exchange offer.        |
| Maturity date | March 15, 2020.  |
| Interest      | Interest on the notes is payable on March 15 and September 15 of each year.<br><br>Interest on the notes accrue at the rate of 5.75% per annum.<br><br>Interest on the notes accrued from March 7, 2013.   |
| Guarantees    | The notes are guaranteed on an unsecured senior basis by Aramark and each of our wholly-owned domestic subsidiaries that guarantees our senior secured credit facilities.  |
| Ranking       | The notes are our senior unsecured obligations and:<br><br>rank senior in right of payment to our future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes;<br><br>rank equal in right of payment to all of our future unsecured senior debt; |

rank equal in right of payment to all of our existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes, including our guarantee of our senior secured credit facilities; and

are effectively subordinated to all of our existing and future secured debt (including obligations under our senior secured credit facilities), to the extent of the value of the assets securing such debt, and structurally subordinated to all obligations of each of our subsidiaries that is not a guarantor of the notes.

Similarly, each of the note guarantees are senior unsecured obligations of the applicable guarantor and:

rank senior in right of payment to all of the applicable guarantor's existing and future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the notes;

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rank equal in right of payment to all of the applicable guarantor s existing and future senior debt and other obligations that are not, by their terms, expressly subordinated in right of payment to the notes, including their guarantees of the senior secured credit facilities; and

are effectively subordinated to all of the applicable guarantor s existing and future secured debt (including such guarantor s guarantee under our senior secured credit facilities), to the extent of the value of the assets securing such debt, and structurally subordinated to all obligations of any subsidiary of a guarantor if that subsidiary is not also a guarantor of the notes.

As of October 3, 2014, (1) the notes and related guarantees would have ranked effectively junior to approximately \$4,390.4 million of senior secured indebtedness (including \$54.4 million of payment obligations relating to capital lease obligations and \$350.0 million outstanding under our receivables facility) and (2) we would have had an additional \$753.9 million of unutilized capacity under our revolving credit facility, after taking into account outstanding letters of credit.

**Optional redemption**

Prior to March 15, 2015, we may redeem the notes, in whole or in part, at a price equal to 100% of the principal amount thereof plus the make-whole premium described under Description of Notes Optional Redemption, plus accrued and unpaid interest, if any, to the date of redemption.

We may also redeem any of the notes at any time on or after March 15, 2015, in whole or in part, at the redemption prices described under Description of Notes Optional Redemption, plus accrued and unpaid interest, if any, to the date of redemption.

In addition, prior to March 15, 2015, we may redeem up to 40% of the aggregate principal amount of the notes using the proceeds of certain equity offerings at a price equal to 105.750% of the principal amount thereof plus accrued and unpaid interest, if any, to but not including the redemption date.

**Change of control and asset sales**

If we experience specific kinds of changes of control, we will be required to make an offer to purchase the notes at a purchase price of 101% of the principal amount thereof, plus accrued and unpaid interest to the purchase date. If we sell assets under certain circumstances, we will be required to make an offer to purchase the notes at a purchase price of

100% of the principal amount thereof, plus accrued and unpaid interest to the purchase date. See Description of Notes Repurchase at the Option of Holders.

Certain covenants

The indenture governing the notes restricts our ability and the ability of our restricted subsidiaries to, among other things:

incur additional indebtedness or issue certain preferred shares;

pay dividends and make certain distributions, investments and other restricted payments;

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create certain liens;

sell assets;

enter into transactions with affiliates;

limit the ability of restricted subsidiaries to make payments to us;

enter into sale and leaseback transactions;

merge, consolidate, sell or otherwise dispose of all or substantially all of our assets; and

designate our subsidiaries as unrestricted subsidiaries.

These covenants are subject to important exceptions and qualifications described under the headings Description of Notes. If the notes are assigned an investment grade rating by Standard & Poor's Rating Services (S&P) and Moody's Investor Service, Inc. (Moody's) and no default has occurred and is continuing, certain covenants will be suspended. If either rating should subsequently decline below investment grade, the suspended covenants will be reinstated.

Use of proceeds

We will not receive any cash proceeds from the sale of notes by Goldman, Sachs & Co. in market-making transactions. See Use of Proceeds.

**Table of Contents****Summary Consolidated Financial Data**

The following table sets forth summary consolidated financial data as of the dates and for the periods indicated. The summary consolidated financial data for the fiscal years 2014, 2013 and 2012 have been derived from our consolidated financial statements incorporated by reference herein from our Annual Report on Form 10-K for the fiscal year ended October 3, 2014, which have been audited by KPMG LLP.

The financial data set forth in this table should be read in conjunction with the sections of our Annual Report titled Selected Consolidated Financial Data and Management's Discussion and Analysis of Financial Conditions and Results of Operations, as well as with our audited consolidated financial statements and related notes that are also included in our Annual Report.

|  | 2014      | Fiscal year <sup>(1)</sup><br>2013 | 2012      |
|--|-----------|------------------------------------|-----------|
| <b>(dollars in millions, except per share data)</b>          |           |                                    |           |
| <b>Statement of operations data:</b>                         |           |                                    |           |
| Sales  | \$ 14,833 | \$ 13,946                          | \$ 13,505 |
| Costs and expenses:  |           |                                    |           |
| Cost of services provided                                    | 13,364    | 12,662                             | 12,191    |
| Depreciation and amortization                                | 522       | 542                                | 529       |
| Selling and general corporate expenses                       | 383       | 228                                | 203       |
| Operating income   | 564       | 514                                | 582       |
| Interest and other financing costs, net                      | 335       | 424                                | 457       |
| Income from continuing operations before income taxes        | 229       | 90                                 | 125       |
| Provision for income taxes                                   | 80        | 19                                 | 18        |
| Income from continuing operations <sup>(2)</sup>             | 149       | 71                                 | 107       |
| Loss from discontinued operations, net of tax <sup>(2)</sup> |           | (1)                                |           |
| Net income   | 149       | 70                                 | 107       |
| Less: Net income attributable to noncontrolling interests    |           | 1                                  | 3         |
| Net income attributable to Aramark stockholders              | \$ 149    | \$ 69                              | \$ 104    |
| <b>Per share data:</b>                                       |           |                                    |           |
| <b>Basic:</b>  |           |                                    |           |
| Income from continuing operations                            | \$ 0.66   | \$ 0.35                            | \$ 0.51   |
| Loss from discontinued operations                            |           | (0.01)                             |           |
| Net income attributable to Aramark stockholders              | \$ 0.66   | \$ 0.34                            | \$ 0.51   |
| <b>Diluted:</b>  |           |                                    |           |
| Income from continuing operations                            | \$ 0.63   | \$ 0.34                            | \$ 0.49   |
| Loss from discontinued operations                            |           | (0.01)                             |           |
| Net income attributable to Aramark stockholders              | \$ 0.63   | \$ 0.33                            | \$ 0.49   |
| Cash dividend per share <sup>(3)</sup>                       | \$ 0.23   | \$                                 | \$        |
| <b>Statement of cash flows data:</b>                         |           |                                    |           |
| <b>Net cash provided by/(used in):</b>                       |           |                                    |           |
| Operating activities   | \$ 398    | \$ 696                             | \$ 692    |



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|   |        |        |        |
|---|--------|--------|--------|
| Investing activities  | (505)  | (385)  | (482)  |
| Financing activities  | 108    | (336)  | (287)  |
| <b>Balance sheet data (at period end):</b>                              |        |        |        |
| Cash and cash equivalents   | \$ 112 | \$ 111 | \$ 137 |
| Total assets  | 10,456 | 10,267 | 10,487 |
| Total debt (including current portion of long term debt) <sup>(4)</sup> | 5,446  | 5,824  | 6,009  |
| Total equity <sup>(3)</sup>   | 1,718  | 904    | 967    |
| <b>Other financial data (unaudited):</b>                                |        |        |        |
| Adjusted Net Income <sup>(5)</sup>                                      | \$ 359 | \$ 262 | \$ 206 |
| Adjusted Operating Income <sup>(5)</sup>                                | 878    | 781    | 746    |
| Adjusted EBITDA <sup>(5)</sup>  | 1,270  | 1,168  | 1,122  |
| Capital expenditures, net of disposals                                  | 517    | 382    | 343    |
| Ratio of earnings to fixed charges <sup>(6)</sup>                       | 1.5x   | 1.2x   | 1.2x   |

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- (1) Fiscal years 2014, 2013 and 2012 refer to the fiscal years ended October 3, 2014, September 27, 2013 and September 28, 2012, respectively. Fiscal 2014 is presented on a 53-week basis, as fiscal 2014 contained an extra week. Fiscal 2013 and 2012 are presented on a 52-week basis.
- (2) During fiscal 2011, the Company completed the sale of its wholly-owned subsidiary, Galls, for approximately \$75.0 million in cash. Galls is accounted for as a discontinued operation. Galls' results of operations have been removed from the Company's results of continuing operations for all periods presented where applicable.
- (3) During fiscal 2014, the Company paid cash dividends totaling \$52.2 million (\$0.075 per share during the second, third and fourth quarter of fiscal 2014). On October 29, 2012, the Company completed the spin-off of its majority interest in Seamless North America, LLC, an online and mobile food ordering service, to its stockholders in the form of a dividend. Each stockholder received one share of the common stock of Seamless Holdings, a newly formed company created to hold its former interest in Seamless North America, LLC, for each share of our common stock held as of the record date.
- (4) In the second quarter of fiscal 2013, the Company completed a refinancing, repurchasing Aramark Services, Inc.'s outstanding 8.50% Senior Notes due 2015 and Senior Floating Rate Notes due 2015 and the Company's 8.625% / 9.375% Senior Notes due 2016. The Company refinanced that debt with new term loan borrowings under its senior secured credit facilities and the issuance of its senior notes.
- (5) We use Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA as supplemental measures to evaluate our performance. Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA are not measurements of financial performance under generally accepted accounting principles in the United States, or U.S. GAAP. Adjusted Net Income represents net income adjusted to eliminate the impact from discontinued operations, net of tax; the amortization of acquisition-related customer relationship intangible assets and depreciation of property and equipment resulting from the 2007 Transaction; share-based compensation; the effect of currency translation; severance and other charges; the effects of acquisitions and divestitures; branding; initial public offering-related expenses, including share-based compensation; gains, losses and settlements relating to certain transactions; and the effects of refinancing on interest and other financing costs, less the tax impact of these adjustments. Adjusted Operating Income represents Adjusted Net Income further adjusted to exclude the impact from income taxes and interest and other financing costs, net. Adjusted EBITDA represents Adjusted Operating Income further adjusted to exclude the impact of all other depreciation and amortization expense.
- (6) For the purpose of determining the ratio of earnings to fixed charges, earnings include pretax income (loss) from continuing operations plus fixed charges (excluding capitalized interest). Fixed charges consist of interest on all indebtedness (including capitalized interest) plus that portion of operating lease rentals representative of the interest factor (deemed to be one third of operating lease rentals).

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The following table presents a reconciliation of certain non-GAAP financial measures used in this prospectus. A directly comparable U.S. GAAP measure to Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA is net income. Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA are reconciled from net income as follows:

|   | Fiscal year     |                 |                 |
|---|-----------------|-----------------|-----------------|
|   | 2014            | 2013            | 2012            |
| <b>(dollars in millions)</b>  |                 |                 |                 |
| <b>Net Income (as reported)</b>   | \$ 149          | \$ 70           | \$ 107          |
| Adjustment:   |                 |                 |                 |
| Loss from Discontinued Operations, net of tax   |                 | 1               |                 |
| Amortization of Acquisition-Related Customer Relationship Intangible Assets and Depreciation of Property and Equipment Resulting from the 2007 Transaction <sup>(a)</sup> | 130             | 155             | 153             |
| Share-Based Compensation <sup>(b)</sup>   | 47              | 19              | 16              |
| Effect of Currency Translation <sup>(c)</sup>   |                 | (6)             |                 |
| Severance and Other Charges <sup>(d)</sup>  | 54              | 113             | 5               |
| Effects of Acquisitions and Divestitures <sup>(e)</sup>   | (2)             | (5)             |                 |
| Branding <sup>(f)</sup>   | 27              | 1               |                 |
| Initial Public Offering-Related Expenses, including share-based compensation <sup>(g)</sup>   | 56              |                 |                 |
| Gains, Losses and Settlements impacting comparability <sup>(h)</sup>  | 2               | (10)            | (10)            |
| Effects of Refinancing on Interest and Other Financing Costs, net <sup>(i)</sup>  | 26              | 40              |                 |
| Tax Impact of Adjustments to Adjusted Net Income  | (130)           | (116)           | (65)            |
| <b>Adjusted Net Income</b>  | <b>\$ 359</b>   | <b>\$ 262</b>   | <b>\$ 206</b>   |
| Adjustment:   |                 |                 |                 |
| Tax Impact of Adjustments to Adjusted Net Income and Interest Adjustments   | 104             | \$ 76           | \$ 65           |
| Provision for Income Taxes  | 80              | \$ 19           | \$ 18           |
| Interest and Other Financing Costs, net   | 335             | 424             | 457             |
| <b>Adjusted Operating Income</b>  | <b>\$ 878</b>   | <b>\$ 781</b>   | <b>\$ 746</b>   |
| Adjustment:   |                 |                 |                 |
| Amortization of Acquisition-Related Customer Relationship Intangible Assets and Depreciation of Property and Equipment Resulting from the 2007 Transaction                | (130)           | (155)           | (153)           |
| Depreciation and Amortization   | 522             | 542             | 529             |
| <b>Adjusted EBITDA</b>  | <b>\$ 1,270</b> | <b>\$ 1,168</b> | <b>\$ 1,122</b> |

- (a) Amortization of acquisition related customer relationship intangible assets and depreciation of property and equipment resulting from the 2007 Transaction adjustments to eliminate the change in amortization and depreciation resulting from the purchase accounting applied to the January 26, 2007 going-private transaction executed with investment funds affiliated with GS Capital Partners, CCMP Capital Advisors, LLC and J.P. Morgan Partners, LLC, Thomas H. Lee Partners, L.P. and Warburg Pincus LLC as well as approximately 250 senior management personnel.
- (b) Share-based compensation adjustments to eliminate compensation expense related to the Company's issuances of share-based awards and the related employer payroll tax expense incurred by the Company when employees

exercise in the money stock options or vest in restricted stock awards. This adjustment excludes the expense related to the modification of missed year options in connection with the initial public offering which are included in the initial public offering and related expenses adjustment noted below.

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- (c) Effect of currency translation adjustments to eliminate the impact that fluctuations in currency translation rates had on the comparative results by presenting the periods on a constant currency basis.
- (d) Severance and other charges adjustments to eliminate severance expenses and other costs incurred in the applicable period such as costs incurred to start-up our Business Service Center in Nashville, TN, organizational streamlining initiatives, goodwill impairments and asset write-offs and other transformational initiatives.
- (e) Effects of acquisitions and divestitures adjustments to eliminate the impact that acquisitions and divestitures had on the comparative periods by only presenting the acquired or divested businesses for the same periods of time in each period of the comparison.
- (f) Branding adjustments to eliminate the expenses incurred in the period for the Aramark rebranding, such as costs related to the logo redesign, painting of trucks, changing signage, advertising, an internal new brand roll-out meeting, including travel and lodging expenses for company employees to attend this meeting.
- (g) Initial public offering and related expenses adjustments to eliminate non-cash compensation expense related to the modification of missed year options in connection with the initial public offering, bonuses paid to select senior management individuals related to the successful completion of the initial public offering and other costs attributable to the completion of the initial public offering.
- (h) Gains, losses and settlements impacting comparability adjustments to eliminate certain transactions that are not indicative of our ongoing operational performance such as the loss on the McKinley Chalet divestiture, insurance reserve adjustments due to favorable claims experience, multiemployer pension plan withdrawal charges, wage and hour settlement, other income relating to the recovery of the Company's investment (possessory interest) at its National Park Service sites, loss on the sale of an aircraft, expenses related to a secondary offering of common stock by certain of our stockholders in May of 2014, the impact of the change in fair value related to the gasoline and diesel agreements, other asset write-offs and other miscellaneous expenses.
- (i) Effects of refinancing on interest and other financing costs, net adjustments to eliminate expenses associated with refinancing activities undertaken by the Company in the applicable period such as third party costs and non-cash charges for the write-offs of deferred financing costs.

We use Adjusted Net Income as a supplemental measure of our overall profitability because it excludes the impact of the non-cash amortization of certain intangible assets and depreciation of property and equipment that were created at the time of the 2007 Transaction, share-based compensation expense and other items which are not indicative of our ongoing operational performance. Similarly, we use Adjusted Operating Income and Adjusted EBITDA as supplemental measures of our operating profitability and to evaluate and control our cash operating costs because they exclude the impact of the items noted above relating to the calculation of Adjusted Net Income that are not indicative of our ongoing operational performance. We believe the presentation of Adjusted Net Income, Adjusted Operating Income and Adjusted EBITDA is appropriate to provide additional information to investors about our operating performance.

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

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**RISK FACTORS**

*You should carefully consider each of the following risks set forth below, other information included in this prospectus and the risk factors and other information incorporated herein by reference to our Annual Report on Form 10-K for the fiscal year ended October 3, 2014, including the Selected Consolidated Financial Data and Management's Discussion and Analysis of Financial Conditions and Results of Operations sections and our financial statements and related notes as well as any risk factors or other information included in any subsequent reports we file with the SEC. Any of the following risks or those incorporated by reference could materially and adversely affect our business, financial condition or results of operations. In such a case, you may lose all or part of your investment.*

**Risks Related to Our Indebtedness**

*Our leverage could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industries, expose us to interest rate risk to the extent of our variable rate debt and prevent us from meeting our obligations.*

We are highly leveraged. As of October 3, 2014, our outstanding indebtedness was \$5,445.6 million, including amounts outstanding under our credit facilities, notes and receivables facility. We also had additional availability of approximately \$753.9 million under our revolving credit facility at that date.

This degree of leverage could have important consequences, including:

exposing us to the risk of increased interest rates as certain of our borrowings, including borrowings under our senior secured credit facilities and our receivables facility, are at variable rates of interest;

making it more difficult for us to make payments on our indebtedness;

increasing our vulnerability to general economic and industry conditions;

requiring a substantial portion of cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, thereby reducing our ability to use our cash flow to fund our operations, capital expenditures and future business opportunities;

restricting us from making strategic acquisitions or causing us to make non-strategic divestitures;

limiting our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes; and

limiting our ability to adjust to changing market conditions and placing us at a competitive disadvantage compared to our competitors who are less highly leveraged.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future, subject to the restrictions contained in our senior secured credit facilities and the indenture governing our notes. If new indebtedness is added to our current debt levels, the related risks that we now face could increase.

***If our financial performance were to deteriorate, we may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.***

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. While we believe that we currently have adequate cash flows to service our indebtedness, if our financial performance were to deteriorate significantly, we might be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If, due to such a deterioration in our financial performance, our cash flows and capital resources were to be insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital

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expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In addition, if we were required to raise additional capital in the current financial markets, the terms of such financing, if available, could result in higher costs and greater restrictions on our business. In addition, although a significant amount of our long-term borrowings do not mature until 2019 and later, if we were to need to refinance our existing indebtedness, the conditions in the financial markets at that time could make it difficult to refinance our existing indebtedness on acceptable terms or at all. If such alternative measures proved unsuccessful, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our senior secured credit agreement and the indenture governing our notes restrict our ability to dispose of assets and use the proceeds from any disposition of assets and to refinance our indebtedness. We may not be able to consummate those dispositions or to obtain the proceeds that we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

***Our debt agreements contain restrictions that limit our flexibility in operating our business.***

Our senior secured credit agreement and the indenture governing our notes contain various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries' ability to, among other things:

incur additional indebtedness, refinance or restructure indebtedness or issue certain preferred shares;

pay dividends on, repurchase or make distributions in respect of our capital stock, make unscheduled payments on our notes, repurchase or redeem our notes or make other restricted payments;

make certain investments;

sell certain assets;

create liens;

consolidate, merge, sell or otherwise dispose of all or substantially all of our assets; and

enter into certain transactions with our affiliates.

In addition, our senior secured revolving credit facility requires us to satisfy and maintain specified financial ratios and other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and in the event of a significant deterioration of our financial performance, there can be no assurance that we will satisfy those ratios and tests. A breach of any of these covenants could result in a default under the senior secured credit agreement. Upon our failure to maintain compliance with these covenants that is not waived by the lenders under the revolving credit facility, the lenders under the senior secured credit facilities could elect to declare all amounts outstanding under the senior secured credit facilities to be immediately due and payable and terminate all



commitments to extend further credit under such facilities. If we were unable to repay those amounts, the lenders under the senior secured credit facilities could proceed against the collateral granted to them to secure that indebtedness. We have pledged a significant portion of our assets as collateral under the senior secured credit agreement. If the lenders under the senior secured credit facilities accelerate the repayment of borrowings, there can be no assurance that we will have sufficient assets to repay those borrowings, as well as our unsecured indebtedness. If our senior secured indebtedness was accelerated by the lenders as a result of a default, our notes may become due and payable as well. Any such acceleration may also constitute an amortization event under our receivables facility, which could result in the amount outstanding under that facility becoming due and payable.

### **Risks Related to the Notes**

For purposes of this section, Risks Related to the Notes, we, us, and our refer to Aramark Services, Inc., the issuer of the notes, and not to Parent.

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***Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market for the notes will continue.***

We do not intend to apply for a listing of the notes on a securities exchange or any automated dealer quotation system. We cannot assure you as to the liquidity of markets that may develop for the notes, your ability to sell the notes or the price at which you would be able to sell the notes. Certain financial institutions have advised us that they intend to make a market in the notes as permitted by applicable laws and regulations; however, those entities are not obligated to make a market in any of the notes, and they may discontinue their market-making activities at any time without notice. Therefore, an active market for any of the notes, if developed, may not continue. Because Goldman, Sachs & Co. and its affiliates may be considered an affiliate of ours, they are required to deliver a current market-maker prospectus in connection with any secondary market sale of the notes, which may affect their ability to continue market-making activities. Historically, the market for non investment-grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. The market, if any, for any of the notes may not be free from similar disruptions and any such disruptions may adversely affect the prices at which you may sell your notes. In addition, the notes may trade at a discount from your purchase price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

***We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.***

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness, including the notes. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our senior secured credit agreement and the indenture governing the notes restrict our ability to dispose of assets, use the proceeds from any disposition of assets and to refinance our indebtedness. We may not be able to consummate those dispositions or to obtain the proceeds that we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

***Repayment of our debt is dependent on cash flow generated by our subsidiaries.***

Our subsidiaries own a significant portion of our assets and conduct a significant portion of our operations. Accordingly, repayment of our indebtedness is dependent, to a significant extent, on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, debt repayment or otherwise. Unless they are guarantors of the notes, our subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available for that purpose. Our subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including each series of notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. While the indenture governing the notes limits the ability of our subsidiaries to incur consensual restrictions on their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions. In the event that we do not receive

distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

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***Your right to receive payments on the notes is effectively junior to those lenders who have a security interest in our assets.***

Our obligations under the notes and our guarantors' obligations under their guarantees of the notes are unsecured, but our obligations under our senior secured credit facilities and each guarantor's obligations under their respective guarantees of the senior secured credit facilities are secured by a security interest in substantially all of our domestic tangible and intangible assets, including the stock of most of our wholly-owned U.S. subsidiaries and the stock of certain of our non-U.S. subsidiaries. If we are declared bankrupt or insolvent, or if we default under our senior secured credit agreement, the lenders could declare all of the funds borrowed thereunder, together with accrued interest, immediately due and payable. If we were unable to repay such indebtedness, the lenders could foreclose on the pledged assets to the exclusion of holders of the notes, even if an event of default exists under the indenture governing the notes at such time. Furthermore, if the lenders foreclose and sell the pledged equity interests in any subsidiary guarantor under the notes, then that guarantor will be released from its guarantee of the notes automatically and immediately upon such sale. In any such event, because the notes are not secured by any of our assets or the equity interests in subsidiary guarantors, it is possible that there would be no assets remaining from which your claims could be satisfied or, if any assets remained, they might be insufficient to satisfy your claims fully. See Description of Other Indebtedness.

As of October 3, 2014, our outstanding senior secured indebtedness was \$4,390.4 million. We had additional availability of approximately \$753.9 million under our revolving credit facility at that date, after taking into account outstanding letters of credit. The indenture governing the notes permits us and our restricted subsidiaries to incur substantial additional indebtedness in the future, including senior secured indebtedness.

***Claims of noteholders are structurally subordinate to claims of creditors of all of our non-U.S. subsidiaries and some of our U.S. subsidiaries because they do not guarantee the notes.***

The notes are not guaranteed by any of our non-U.S. subsidiaries, our receivables subsidiaries or certain other U.S. subsidiaries. Accordingly, claims of holders of the notes are structurally subordinate to the claims of creditors of these non-guarantor subsidiaries, including trade creditors. All obligations of our non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or a guarantor of the notes.

For the fiscal year ended October 3, 2014, our non-guarantor subsidiaries accounted for approximately \$4,240.8 million, or 29%, of our total sales, and approximately \$2,575.1 million, or 25%, of our total assets, and approximately \$1,470.0 million, or 17%, of our total liabilities, in each case as of October 3, 2014.

***The lenders under the senior secured credit facilities have the discretion to release the guarantors under the senior secured credit agreement in a variety of circumstances, which would cause those guarantors to be released from their guarantees of the notes.***

While any obligations under the senior secured credit facilities remain outstanding, any guarantee of the notes may be released without action by, or consent of, any holder of the notes or the trustee under the indenture governing the notes, at the discretion of lenders under the senior secured credit facilities, if the related guarantor is no longer a guarantor of obligations under the senior secured credit facilities or any other indebtedness. See Description of Notes. The lenders under the senior secured credit facilities have the discretion to release the guarantees under the senior secured credit facilities in a variety of circumstances. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries would effectively be senior to claims of noteholders.

***We may not be able to repurchase the notes upon a change of control.***

Upon the occurrence of specific kinds of change of control events, we are required to offer to re-purchase all outstanding notes at 101% of their principal amount plus accrued and unpaid interest. The source of funds for any

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such purchase of the notes would be cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the notes upon a change of control because we may not have sufficient financial resources to purchase all of the notes that are tendered upon a change of control. Our failure to repurchase the notes upon a change of control would cause a default under the indenture governing the notes.

***Federal and state fraudulent transfer laws may permit a court to void or limit the amount payable under the notes or the guarantees, and, if that occurs, you may receive limited or no payments on the notes and guarantees affected.***

Federal and state fraudulent conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or guarantees could be voided as a fraudulent transfer or conveyance if (1) we or any of the guarantors, as applicable, issued the notes or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (2) only, one of the following is also true at the time hereof:

we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;

the issuance of the notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital to carry on the business;

we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or such guarantor's ability to pay as they mature; or

we or any of the guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against us or such guarantor if, in either case, after final judgment, the judgment is unsatisfied.

If a court were to find that the issuance of the notes or the incurrence of the guarantees was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or such guarantee or limit the amount of payment or subordinate the notes or such guarantee to presently existing and future indebtedness of ours or of the related guarantor, or require you to repay any amounts received. In the event of a finding that fraudulent transfer or conveyance occurred, you may not receive any payment on the notes. As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or an antecedent debt is secured or satisfied. Under applicable law, a court may determine that a debtor has not received value in connection with a debt offering if the debtor uses the proceeds of that offering to make a dividend payment or otherwise retire or redeem equity securities issued by the debtor. We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the notes or the guarantees would not be voided, limited in amount or subordinated to our or any of our guarantors' other debt. Each guarantee contains a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This

provision may not be effective to protect the guarantees from being voided under fraudulent transfer law, or may reduce or eliminate the guarantor's obligation to an amount that effectively makes the guarantee worthless.

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**OWNERSHIP STRUCTURE**

The following diagram sets forth our ownership structure and information relating to our indebtedness as of October 3, 2014. As set forth in the diagram below, we hold all of the issued and outstanding capital stock of Aramark Services, Inc. through Aramark Intermediate Holdco Corporation, our wholly-owned subsidiary.

- (1) Aramark guarantees the notes but not our senior secured credit facilities. Aramark Intermediate Holdco Corporation guarantees our senior secured credit facilities but not the notes.
- (2) As of October 3, 2014, term loans with an aggregate principal amount of \$4,005 million (recorded at \$3,986 million to reflect original issue discount) were outstanding, \$2,572 million of which have a maturity date of February 24, 2021 (or if our senior notes remain outstanding on December 13, 2019, December 13, 2019), \$1,358 million of which have a maturity date of September 7, 2019 and \$75 million of which have a maturity date of July 26, 2016. The senior secured credit agreement also includes a \$159.3 million synthetic letter of credit facility, which matures on July 26, 2016. As of October 3, 2014, there were approximately \$147.5 million of issued letters of credit under the synthetic letter of credit facility.
- (3) The notes are guaranteed by, subject to certain exceptions, substantially all of our existing and future domestic subsidiaries.
- (4) Our receivables facility provides for up to \$350.0 million of funding, based, in part, on the amount of eligible receivables. From November to March of each year, the maximum amount of funding increases to \$375.0 million. As of October 3, 2014, we had outstanding borrowings under the receivables facility of \$350.0 million.
- (5) Only our existing or subsequently acquired domestic subsidiaries that guarantee the senior secured credit facilities guarantee the notes, subject to certain limited exceptions.



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**USE OF PROCEEDS**

This prospectus is delivered in connection with the sale of notes by Goldman, Sachs & Co. or by its affiliates in market-making transactions. We will not receive any of the proceeds from such transactions.

**Table of Contents****CAPITALIZATION**

The following table sets forth our cash and cash equivalents and capitalization as of October 3, 2014. The information in this table should be read in conjunction with Prospectus Summary Summary Consolidated Financial Data appearing elsewhere in this prospectus and the Management's Discussion and Analysis of Financial Conditions and Results of Operations section of, and the audited consolidated financial statements and related notes appearing in, our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 and incorporated herein by reference.

| (in millions)   | As of October 3, 2014 |                |
|---|-----------------------|----------------|
|   | Actual                |                |
| Cash and cash equivalents   | \$                    | 111.7          |
| Senior secured credit facilities:   |                       |                |
| Revolving credit facility <sup>(1)</sup>  | \$                    |                |
| Term loan facility <sup>(2)</sup>   |                       | 3,986.0        |
| 5.75% senior notes due 2020   |                       | 1,000.0        |
| Receivables facility  |                       | 350.0          |
| Capital leases  |                       | 54.4           |
| Other existing debt <sup>(3)</sup>  |                       | 55.2           |
| <b>Total debt</b>   |                       | <b>5,445.6</b> |
| Stockholders' equity:   |                       |                |
| Common stock, 600,000,000 shares authorized, actual; 256,086,839 shares issued and 233,910,487 shares outstanding |                       | 2.6            |
| Capital surplus   |                       | 2,575.0        |
| Accumulated deficit   |                       | (382.5)        |
| Accumulated other comprehensive loss  |                       | (106.3)        |
| Treasury stock  |                       | (370.8)        |
| <b>Total stockholders' equity</b>   |                       | <b>1,718.0</b> |
| <b>Total capitalization</b>   | <b>\$</b>             | <b>7,163.6</b> |

- (1) Consists of a \$720.0 million revolving credit facility available to the Company in U.S. dollars and a \$50.0 million revolving credit facility available to the Company and a Canadian subsidiary in U.S. dollars and Canadian dollars. The final maturity date of the Canadian dollar revolving loan commitments and \$680.0 million of the \$720.0 million U.S. dollar revolving loan commitments is February 24, 2019. The final maturity date of the remaining \$40.0 million in U.S. dollar revolving loan commitments is January 26, 2015.
- (2) As of October 3, 2014, term loans with an aggregate principal amount of \$4,005 million (recorded at \$3,986 million to reflect original issue discount) were outstanding, \$2,572 million of which have a maturity date of February 24, 2021 (or if our senior notes remain outstanding on December 13, 2019, December 13, 2019), \$1,358 million of which have a maturity date of September 7, 2019 and \$75 million of which have a maturity date of July 26, 2016. The senior secured credit agreement also includes a \$159.3 million synthetic letter of credit facility, which matures on July 26, 2016. As of October 3, 2014, there were approximately \$147.5 million of issued letters of credit under the synthetic letter of credit facility.
- (3) Consists of borrowings by our foreign subsidiaries.



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**DESCRIPTION OF OTHER INDEBTEDNESS**

*The summary of our senior secured credit facilities set forth below is qualified in its entirety by the actual text of the applicable agreement, which has been filed with the SEC as an exhibit to the registration statement of which this prospectus constitutes a part and which may be obtained on publicly available websites at the addresses set forth under Available Information.*

**Senior Secured Credit Facilities**

***Overview***

*Senior Secured Credit Facilities*

Our senior secured credit facilities currently provide:

a total of \$4,005 million in term loan facilities comprised of various tranches denominated in U.S. Dollars, Canadian dollars, euros, yen and pounds sterling;

a revolving credit facility of up to \$770.0 million available for loans denominated in U.S. Dollars, \$50.0 million of which is also available in Canadian dollars; and

a synthetic letter of credit facility of up to \$159.3 million.

The primary borrower under the senior secured credit facilities is Aramark Services, Inc. In addition, certain subsidiaries of Aramark Services, Inc. are borrowers under certain tranches of the term loan facility and/or the revolving credit facility. Aramark is not a guarantor under the senior secured credit facilities and is not subject to the covenants or obligations under the senior secured credit agreement.

The revolving credit facility currently consists of the following subfacilities:

a revolving credit facility available for loans in U.S. dollars to Aramark Services, Inc. with aggregate commitments of \$720.0 million; and

a revolving credit facility available for loans in Canadian dollars or U.S. dollars to Aramark Canada Ltd., a wholly-owned Canadian subsidiary, and Aramark Services, Inc. with aggregate commitments of \$50.0 million.

The final maturity date of \$680.0 million of the \$720.0 million U.S. revolving loan commitments and all of the Canadian revolving loan commitments is February 24, 2019. The final maturity date of the \$40.0 million remaining U.S. dollar revolving loan commitments is January 26, 2015.

Our revolving credit facility includes a \$250.0 million sublimit for letters of credit and includes borrowing capacity available for short-term borrowings referred to as swingline loans subject to a sublimit.

The senior secured credit facilities provide that we have the right at any time to request up to \$555.0 million of incremental commitments in the aggregate under one or more incremental term loan facilities and/or synthetic letter of credit facilities and/or revolving credit facilities and/or by increasing commitments under the revolving credit facility. The lenders under these facilities are not under any obligation to provide any such incremental facilities or commitments, and any such addition of or increase in facilities or commitments will be subject to pro forma compliance with an incurrence-based financial covenant and customary conditions precedent. Our ability to obtain extensions of credit under these incremental facilities or commitments is subject to the same conditions as extensions of credit under the existing credit facilities.

As of October 3, 2014, outstanding term loan borrowings were \$4,005 million (recorded at \$3,986 million to reflect original issue discount) and \$753.9 million of the revolving credit facility was undrawn.

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***Interest Rate and Fees***

Borrowings under the senior secured credit facilities bear interest at a rate equal to an applicable margin plus, at our option, either (a) a LIBOR rate determined by reference to the costs of funds for deposits in the currency of such borrowing for the interest period relevant to such borrowing adjusted for certain additional costs, (b) with respect to borrowings denominated in U.S. Dollars, a base rate determined by reference to the higher of (1) the prime rate of the administrative agent, (2) the federal funds rate plus 0.50% and (3) the LIBOR rate plus 1% or (c) with respect to borrowings denominated in Canadian dollars, (1) a base rate determined by reference to the prime rate of Canadian banks or (2) a BA (bankers acceptance) rate determined by reference to the rate offered for banker's acceptances in Canadian dollars for the interest period relevant to such borrowing.

The applicable margin spread for U.S. dollar borrowings under the \$680 million of extended revolving credit commitments is 2.50% with respect to eurocurrency (LIBOR) borrowings and 1.50% with respect to base-rate borrowings. The applicable margin spread for U.S. dollar borrowings under the remaining \$40.0 million of unextended revolving credit commitments is 3.25% with respect to eurocurrency (LIBOR) borrowings and 2.25% with respect to base-rate borrowings. The applicable margin spread for Canadian dollar borrowings under the revolving credit facility are 2.50% for BA (bankers acceptance) rate borrowings and 1.50% for base rate borrowings. U.S. and Canadian swingline loans must be base rate borrowings.

In addition to paying interest on outstanding principal, we are required to pay a commitment fee to the lenders under the revolving credit facility in respect of the unutilized commitments thereunder. The commitment fee rate is 0.50% per annum.

***Maturity Dates***

Approximately \$2,572.2 million of term loans have a maturity date of February 24, 2021, approximately \$1,358.0 million of terms loans have a maturity date of September 7, 2019 and approximately \$74.9 million of term loans have a maturity date of July 26, 2016.

The final maturity date of \$680.0 million of the \$720.0 million U.S. dollar revolving loan commitments and of all of the Canadian dollar revolving loan commitments is February 24, 2019. The final maturity date of the \$40.0 million remaining U.S. dollar revolving loan commitments is January 26, 2015.

The maturity date for the synthetic letter of credit facility deposits is July 26, 2016. Fees with respect to the letter of credit facility deposits are 3.50%.

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### ***Prepayments***

The senior secured credit agreement requires us to prepay outstanding term loans, subject to certain exceptions, with:

50% of Aramark Services, Inc.'s annual excess cash flow (as defined in the senior secured credit agreement) with stepdowns to 25% and 0% upon Aramark Services, Inc.'s reaching a certain senior secured leverage ratio threshold;

100% of the net cash proceeds of all nonordinary course asset sales or other dispositions of property subject to certain exceptions and customary reinvestment rights; and

100% of the net cash proceeds of any incurrence of debt, including debt incurred by any business securitization subsidiary in respect of any business securitization facility, but excluding proceeds from the receivables facilities and other debt permitted under the senior secured credit agreement.

The foregoing mandatory prepayments will be applied to the term loan facilities as directed by us. We may voluntarily repay outstanding loans under the senior secured credit facilities at any time without premium or penalty, other than as set forth below and customary breakage costs with respect to LIBOR loans. Prepaid term loans may not be reborrowed.

If prior to February 24, 2015, any term loan is voluntarily repaid or repriced pursuant to a Repricing Transaction (as defined in the senior secured credit agreement), it shall be subject to a prepayment premium of 1% of the amount of such term loans.

During fiscal 2014, the Company prepaid approximately \$35.0 million to cover required principal payments on the 2019 term loan for 10 months. During fiscal 2013, the Company made an optional prepayment of \$265.0 million of outstanding U.S. dollar term loans. The Company used the net proceeds from its IPO to repay borrowings of approximately \$154.1 million on the senior secured revolving credit facility that were borrowed during the first quarter of fiscal 2014 and \$370.0 million on the senior secured term loan facility.

If a change of control as defined in the senior secured credit agreement occurs, this will cause an event of default under the credit agreement. Upon an event of default, the senior secured credit facilities may be accelerated, in which case we would be required to repay all outstanding loans plus accrued and unpaid interest and all other amounts outstanding under the senior credit facilities.

### ***Amortization and Maturity***

We are required to repay installments on the loans under the term loan facilities in quarterly principal amounts of 1% per annum of their funded total principal amount beginning on June 30, 2014 (except for the Canadian term loans due on July 26, 2016, which the Company began to repay on March 31, 2014). For term loans due on July 26, 2016, the remaining principal amount is payable on the maturity date of July 26, 2016. For term loans due on September 7, 2019, the remaining principal amount is payable on the maturity date of September 7, 2019. For term loans due on February 24, 2021, the remaining principal amount is payable on the maturity date of February 24, 2021 (or if the notes remain outstanding on December 13, 2019).

Principal amounts outstanding under the revolving credit facility are due and payable in full at maturity. The final maturity date of the Canadian revolving loan commitments and \$680.0 million of the \$720.0 million U.S. revolving loan commitments is February 24, 2019. The final maturity date of the remaining revolving loan commitments is January 26, 2015.

Principal amounts outstanding under the synthetic letter of credit facility are due and payable in full at maturity, on which day the commitments thereunder will terminate. The final date of maturity for \$159.3 million of synthetic letter of credit facility deposits is July 26, 2016.



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***Guarantee and Security***

All obligations under the senior secured credit agreement are unconditionally guaranteed by Aramark Intermediate Holdco Corporation and, subject to certain exceptions, substantially all of Aramark Services, Inc.'s existing and future domestic subsidiaries (excluding certain immaterial and dormant subsidiaries, receivables facility subsidiaries, business securitization subsidiaries and certain subsidiaries designated by us under our senior secured credit agreement as unrestricted subsidiaries), referred to, collectively, as U.S. Guarantors. All obligations of each foreign borrower under the senior secured credit facilities are unconditionally guaranteed by Aramark Services, Inc., the U.S. guarantors and, subject to certain exceptions and qualifications, the respective other foreign borrowers.

All obligations under the senior secured credit facilities, and the guarantees of those obligations, are secured by substantially all of the following assets of Aramark Intermediate Holdco Corporation, Aramark Services, Inc. and each U.S. Guarantor, subject to certain exceptions:

a pledge of 100% of the capital stock of Aramark Services, Inc.;

100% of the capital stock held by Aramark Intermediate Holdco Corporation, us or any of our domestic subsidiaries that are directly owned by us or one of the U.S. Guarantors and 100% of the capital stock of each of our existing and future foreign subsidiaries that are directly owned by us or one of the U.S. Guarantors; and

a security interest in, and mortgages on, substantially all tangible and intangible assets of Aramark Intermediate Holdco Corporation, Aramark Services, Inc. and each U.S. Guarantor.

***Certain Covenants and Events of Default***

The senior secured credit agreement contains a number of covenants that, among other things, restrict, subject to certain exceptions, Aramark Services, Inc.'s ability and the ability of its restricted subsidiaries to:

incur additional indebtedness, issue preferred stock or provide guarantees;

create liens on assets;

engage in mergers or consolidations;

sell assets;

pay dividends, make distributions or repurchase our capital stock;

make investments, loans or advances;

repay or repurchase any notes, except as scheduled or at maturity;

create restrictions on the payment of dividends or other transfers to us from our restricted subsidiaries;

make certain acquisitions;

engage in certain transactions with affiliates;

amend material agreements governing the senior notes (or any indebtedness that refinances the senior notes);  
and

fundamentally change our business.

In addition, the senior secured credit agreement requires us to maintain the following financial covenants in connection with the revolving credit facility:

a maximum senior secured leverage ratio; and

maximum annual capital expenditures.

The senior secured credit agreement also contains certain customary affirmative covenants and certain events of default.

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### **Receivables Facility**

#### ***Overview***

We have in place an agreement whereby Aramark Receivables, LLC, a wholly-owned, bankruptcy remote subsidiary of Aramark Services, Inc., purchases accounts receivable generated by certain of our operating subsidiaries using funding provided through the sale of an interest in such accounts receivable and other related assets to Wells Fargo Bank, N.A. ( Wells Fargo ) and a commercial paper conduit (the Commercial Paper Conduit ) sponsored by Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch ( Rabobank ). Aramark Receivables, LLC was formed for the sole purpose of transferring receivables generated by certain of our subsidiaries. Under the Receivables Facility, we and certain of our subsidiaries transfer without recourse all of our accounts receivable to Aramark Receivables, LLC. As collections reduce previously transferred interests, interests in new, eligible receivables are transferred to Aramark Receivables, LLC, subject to meeting certain conditions. The availability of funding under the facility depends on the amount of receivables eligible for funding under the receivables facility and satisfaction of other customary conditions. As of October 3, 2014, we had outstanding borrowings under the receivables facility of \$350.0 million. Amounts borrowed under the Receivables Facility fluctuate monthly based on our funding requirements and the level of qualified receivables available to collateralize the Receivables Facility.

The maximum amount available under this facility is \$350.0 million, which maximum amount increases by an additional \$25 million from November to March of each year to reflect certain seasonal fluctuations in the Company's accounts receivables.

Availability of funding under the receivables facility depends primarily upon the outstanding accounts receivable balance of our subsidiaries that participate in the facility. Aggregate availability is determined by using a formula that reduces the gross receivables balance by factors that take into account, among other things, historical default and dilution rates, excessive obligor concentrations and average days outstanding and the costs of the facility.

The Commercial Paper Conduit may discontinue funding the receivables facility at any time for any reason. If it does, Rabobank will be obligated to fund the Commercial Paper Conduit's proportion of the receivables facility.

Twenty-three of our subsidiaries participate in the receivables facility program all of which are domestic subsidiaries in our FSS North America segment.

#### ***Interest Rates and Fees***

Aramark Receivables, LLC is required to pay interest on the amount of each advance forwarded by Wells Fargo at a variable rate equal to a one-month Eurodollar rate determined daily plus the applicable margin equal to 1.10%. Aramark Receivables, LLC is required to pay interest on the amount of each advance funded by the Commercial Paper Conduit at the quoted cost of funds for the Commercial Paper Conduit's issuance of commercial paper plus an applicable margin equal to 1.10%. For the amount of each advance funded through Rabobank directly, the receivables facility provides funding at an applicable margin equal to 1.10%, plus, either (1) a one, two, three or six-month Eurodollar rate plus the applicable margin for revolving loans under our senior secured credit agreement, or (2) the higher of (x) Rabobank's prime rate and (y) the federal funds effective rate plus 0.50%.

In addition, Aramark Receivables, LLC is required to pay a fee on the unused portion of the receivables facility of between 0.35% and 0.45% (depending on the level of used capacity) per annum.

In addition, Aramark Services, Inc. acts as receivables collection agent, servicing, administering and collecting receivables transferred pursuant to the receivables facility. Under the receivables facility, Aramark Services, Inc. receives an estimated monthly servicing fee of approximately 1.0% per annum of the daily average outstanding balance of the receivables under such facility, payable monthly in arrears by Aramark Receivables, LLC.

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***Maturity and Termination Events***

The final maturity of the receivables facility is May 2, 2017. The receivables facility may be terminated for material breaches of representations and warranties or covenants, bankruptcies of any seller, the collection agent or the transferor, a change of control or certain cross defaults under our senior secured credit facility or other material indebtedness, among other reasons.

**Other Indebtedness**

As of October 3, 2014, we had outstanding approximately \$54.4 million of secured debt representing capital lease obligations. In addition, we had \$55.2 million of other indebtedness outstanding at October 3, 2014, consisting primarily of borrowings by certain of our foreign subsidiaries.

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**DESCRIPTION OF NOTES**

**General**

You can find the definitions of certain capitalized terms used in this description under the subheading **Certain definitions**. In this description, the **Company** refers to Aramark Services, Inc. and not to Parent or any of its Subsidiaries.

Aramark Services, Inc. issued \$1,000,000,000 aggregate principal amount of 5.75% Senior Notes due 2020 (the **Notes**) under an indenture dated March 7, 2013 (the **Indenture**) among the Issuer, the Guarantors and The Bank of New York Mellon, as trustee (the **Trustee**) in exchange for \$1,000,000,000 aggregate principal amount of the 5.75% Senior Notes due 2020 (the **outstanding notes**) that were originally issued on the Issue Date in a private placement. References to the **Notes** refers to the 5.75% Senior Notes issued in exchange for the outstanding notes on March 12, 2014 and any outstanding notes that were not tendered in the exchange offer.

The Notes are guaranteed on a senior basis by each direct and indirect Restricted Subsidiary of the Company that is a Domestic Subsidiary and that guarantees the obligations of the Company under the Company's Senior Credit Facilities. The Indenture provides that any direct or indirect parent company of the Company may guarantee the Notes and in such case will allow the Company to satisfy its reporting obligations under the Indenture by furnishing financial information relating to the parent and, in this regard, Parent has guaranteed the Notes. To the extent any such parent company is a holding company with no operations or assets (other than stock of the Company or a direct or indirect parent), you should not assign any value to such guarantee. The term **Guarantor** does not include Parent.

The following description is only a summary of the material provisions of the Notes and the Indenture. We urge you to read the Indenture because it, and not this description, defines your rights as a Holder of Notes. Copies of the Indenture are available upon request to the Company.

**Brief description of the Notes and the Guarantees**

The Notes:

are general unsecured, senior obligations of the Company;

rank pari passu in right of payment with all existing and future Senior Indebtedness of the Company, including Indebtedness under our Senior Credit Facilities;

are effectively subordinated to all Secured Indebtedness of the Company, including Indebtedness under our Senior Credit Facilities, to the extent of the collateral securing such Indebtedness;

are structurally subordinated to all existing and future Indebtedness and claims of holders of Preferred Stock of Subsidiaries of the Company that do not guarantee the Notes;

rank senior in right of payment to all existing and future Subordinated Indebtedness of the Company;

are guaranteed on a senior unsecured basis by the Guarantors that guarantee our Senior Credit Facilities; and

are subject to registration with the SEC pursuant to the Registration Rights Agreement.

The Guarantee of each Guarantor:

are a senior obligation of such Guarantor;

rank pari passu in right of payment with all existing and future Senior Indebtedness of such Guarantor, including its guarantee under our Senior Credit Facilities;

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are effectively subordinated to all Secured Indebtedness of such Guarantor, including its guarantee under our Senior Credit Facilities, to the extent of the collateral securing such Indebtedness;

are structurally subordinated to all existing and future Indebtedness and claims of holders of Preferred Stock of Subsidiaries of such Guarantor that do not guarantee the Notes;

rank senior in right of payment to all existing and future Subordinated Indebtedness of such Guarantor; and

are subject to registration with the SEC pursuant to the Registration Rights Agreement.

### **Principal, maturity and interest**

The Company issued \$1,000.0 million in aggregate principal amount of Notes. The Company may issue additional Notes under the Indenture from time to time subject to the covenant described below under *Certain covenants Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock* (the *Additional Notes* ). The Notes offered hereby and any Additional Notes subsequently issued under the Indenture shall be treated as a single class for all purposes under the Indenture, including waivers, amendments, redemptions and offers to purchase (except in the limited circumstances set forth below under *Amendment, Supplement and Waiver* ). Unless the context requires otherwise, references to *Notes* for all purposes of the Indenture and this *Description of Notes* include any Additional Notes that are actually issued.

Interest on the Notes accrues at the rate of 5.75% per annum and is payable semi-annually in arrears on March 15 and September 15, to the Holders of Notes of record on the immediately preceding March 1 and September 1. Interest on the Notes will accrue from the most recent date to which interest has been paid with respect thereto or, if no interest has been paid with respect thereto, from and including the Issue Date. Interest on the Notes is computed on the basis of a 360-day year comprised of twelve 30-day months.

### ***Maturity and payments***

The Notes will mature on March 15, 2020. Additional Interest may accrue on the Notes in certain circumstances pursuant to the Registration Rights Agreement as described under *Registration Rights* . All references in the Indenture and this *Description of Notes* , in any context, to any interest or other amount payable on or with respect to the Notes shall be deemed to include any Additional Interest pursuant to the Registration Rights Agreement.

Principal of, premium, if any, and interest on the Notes will be payable at the office or agency of the Company maintained for such purpose within the State of New York or, at the option of the Company, payments of interest may be made by check mailed to the Holders at their respective addresses set forth in the register of Holders; provided that all payments of principal, premium, if any, and interest with respect to Notes represented by one or more global notes registered in the name of or held by DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. The Notes will be issued in denominations of \$2,000 and any integral multiples of \$1,000 in excess of \$2,000.

### **Guarantees**

Each direct and indirect Restricted Subsidiary of the Company that is a Domestic Subsidiary and that guarantees the obligations of the Company under the Company's Senior Credit Facilities (which on the Issue Date will be each



Domestic Subsidiary other than the Receivables Subsidiary and certain immaterial subsidiaries) will jointly and severally, fully and unconditionally guarantee, as primary obligors and not merely as sureties, on a senior unsecured basis, the performance and full and punctual payment when due, whether at maturity, by acceleration or otherwise, of all obligations of the Company under the Indenture and the Notes, whether for payment of principal of, or interest on, the Notes, expenses, indemnification or otherwise, on the terms set forth in the Indenture by executing the Indenture. None of our Restricted Subsidiaries that are Foreign Subsidiaries or

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any Receivables Subsidiary and certain immaterial subsidiaries will guarantee the Notes. Each Guarantee will be a general unsecured senior obligation of the applicable Guarantor, will rank pari passu in right of payment with all existing and any future Senior Indebtedness of such Guarantor, will be effectively subordinated to all Secured Indebtedness of such Guarantor to the extent of the collateral securing such Indebtedness, and will rank senior in right of payment to all existing and any future Subordinated Indebtedness of such Guarantor. The Notes will be structurally subordinated to Indebtedness of Subsidiaries of the Company that do not guarantee the Notes. See also Brief description of the Notes and the Guarantees.

Each Guarantee will contain a provision intended to limit the Guarantor's liability thereunder to the maximum amount that it could incur without causing the incurrence of obligations under its Guarantee to be a fraudulent transfer. This provision may not, however, be effective to protect a Guarantee from being voided under fraudulent transfer law, or may reduce the Guarantor's obligation to an amount that effectively makes its Guarantee worthless. Although subsequently overturned on other grounds, a case in the U.S. Bankruptcy Court in the Southern District of Florida found this kind of provision in that case to be ineffective, and held the subsidiary guarantees to be fraudulent transfers and voided them in their entirety. See Risk factors Federal and state fraudulent transfer laws may permit a court to void the guarantees, and, if that occurs, you may not receive any payments on the notes .

Each Guarantor may consolidate with or merge into or sell all or substantially all its assets to (A) the Company or another Guarantor without limitation or (B) any other Person upon the terms and conditions set forth in the Indenture. See Certain covenants Merger, consolidation or sale of all or substantially all assets.

The Guarantee of a Guarantor will automatically and unconditionally be released and discharged upon:

(1) (a) the sale, disposition or other transfer (including through merger or consolidation) of all of the Capital Stock (or any sale, disposition or other transfer of Capital Stock following which such Guarantor is no longer a Restricted Subsidiary), or all or substantially all the assets, of such Guarantor (other than a sale, disposition or other transfer to a Restricted Subsidiary) if such sale, disposition or other transfer is made in compliance with the applicable provisions of the Indenture;

(b) the designation by the Company of such Guarantor as an Unrestricted Subsidiary in accordance with the provisions of the Indenture as described under Certain covenants Limitation on restricted payments and the definition of Unrestricted Subsidiary ;

(c) the release or discharge of such Guarantor from its guarantee of Indebtedness under the Senior Credit Facilities or the guarantee that resulted in the obligation of such Guarantor to guarantee the Notes, in each case, if such Guarantor would not then otherwise be required to guarantee the Notes pursuant to the covenant described under Certain covenants Limitation on Guarantees of Indebtedness by Restricted Subsidiaries , (treating any guarantees of such Guarantor that remain outstanding as incurred at least 30 days prior to such release) except, in each case, a release or discharge by, or as a result of, payment under such guarantee or payment in full of the Indebtedness under the Senior Credit Facilities; or

(d) the exercise by the Company of its legal defeasance option or its covenant defeasance option, as described under Legal Defeasance and Covenant Defeasance or if the Company's obligations under the Indenture are discharged in accordance with the terms of the Indenture;

(2) in the case of clause (1)(a) above, the release of such Guarantor from its guarantee, if any, of and all pledges and security, if any, granted in connection with, the Senior Credit Facilities and any other Indebtedness of the Company or any Restricted Subsidiary (except with respect to a Restricted Subsidiary included in the Designated Business,

Indebtedness of a Designated Business permitted by clause (y) of the second paragraph of the covenant described under Certain covenants Limitation on Incurrence of Indebtedness and Issuance of Disqualified and Preferred Stock ); and

(3) such Guarantor delivering to the Trustee an Officers Certificate and an opinion of counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

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### **Ranking**

The Indebtedness evidenced by the Notes and the Guarantees will be Senior Indebtedness of the Company or the applicable Guarantor, as the case may be, and will rank equal in right of payment with all existing and future Senior Indebtedness of the Company and the Guarantors, as the case may be, including the Obligations of the Company and the Guarantors under the Senior Credit Facilities. However, the Notes will be effectively subordinated to all of the Company's and the Guarantors' existing and future Secured Indebtedness (including Indebtedness under the Senior Credit Facilities) to the extent of the value of the assets securing such Indebtedness.

As of October 3, 2014, the Company and its Subsidiaries had \$5,445.6 million aggregate principal amount of Indebtedness outstanding (excluding unused commitments), including \$1,000.0 million of Indebtedness represented by the Notes, \$3,986.0 million of Indebtedness outstanding under the Senior Credit Facilities, \$350.0 million of Indebtedness outstanding under the Receivables Facility and \$54.4 million of Indebtedness in respect of Capitalized Lease Obligations. In addition, as of October 3, 2014, the Company and its Subsidiaries would have been able to incur an additional \$753.9 million of Indebtedness under the Senior Credit Facilities after taking into account outstanding letters of credit.

A significant portion of the operations of the Company are conducted through its Subsidiaries. Unless the Subsidiary is a Guarantor, claims of creditors of such Subsidiaries, including trade creditors, and claims of preferred stockholders (if any) of such Subsidiaries generally will have priority with respect to the assets and earnings of such Subsidiaries over the claims of creditors of the Company, including the holders of the Notes. The Notes, therefore, will be structurally subordinated to holders of Indebtedness and other creditors (including trade creditors) and preferred stockholders (if any) of Subsidiaries of the Company that are not Guarantors. Although the Indenture will limit the incurrence of Indebtedness by and the issuance of Disqualified Stock and preferred stock of certain of the Company's Subsidiaries, such limitation is subject to a number of significant qualifications. See [Certain covenants Limitation on incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock](#).

Not all of our Subsidiaries will guarantee the Notes. As of October 3, 2014, our non-guarantor Subsidiaries would have had \$1,470.0 million of total indebtedness and other claims and liabilities, all of which would have been structurally senior to the Notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will pay the holders of their debt and other liabilities, including their trade creditors and holders of their preferred stock, if any, before they will be able to distribute any of their assets to us. Our non-guarantor Subsidiaries accounted for 29% and 60% of our total sales and net income attributable to Aramark stockholders, respectively, for the fiscal year ended October 3, 2014 and held 25% and 17% of our total assets and total liabilities (excluding intercompany liabilities), respectively, as of October 3, 2014.

Although the Indenture contains limitations on the amount of additional Indebtedness that the Company and the Restricted Subsidiaries may incur, under certain circumstances the amount of such Indebtedness could be substantial. Moreover, the Indenture does not impose any limitation on the incurrence of liabilities that are not considered Indebtedness under the Indenture. See [Certain covenants Limitation on incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock](#).

### **Paying agent and registrar for the Notes**

The Company maintains a paying agent for the Notes in the Borough of Manhattan, City of New York. The initial paying agent for the Notes will be the Trustee.

The Company also maintains a registrar with offices in the Borough of Manhattan, City of New York. The initial registrar is the Trustee. The registrar maintains a register reflecting ownership of the Notes outstanding from time to time and makes payments on and facilitate transfers of Notes on behalf of the Company.

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The Company may change the paying agents or the registrars without prior notice to the Holders. The Company or any of its Subsidiaries may act as a paying agent or registrar.

**Mandatory redemption; offer to purchase; open market purchases**

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase Notes as described under Repurchase at the Option of Holders. The Company may from time to time acquire Notes by means other than a redemption, whether by tender offer, in open market purchases, through negotiated transactions or otherwise, in accordance with applicable securities laws.

**Optional redemption**

On or after March 15, 2015, the Company may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days prior notice at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest, and Additional Interest, if any, thereon to the applicable redemption date, subject to the right of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on March 15 of each of the years indicated below:

| <b>Year</b>         | <b>Percentage</b> |
|---------------------|-------------------|
| 2015                | 104.313%          |
| 2016                | 102.875%          |
| 2017                | 101.438%          |
| 2018 and thereafter | 100.000%          |

Prior to March 15, 2015, the Company may, at its option, redeem up to 40% of the sum of the aggregate principal amount of all Notes issued under the Indenture at a redemption price equal to 105.750% of the aggregate principal amount thereof, plus accrued and unpaid interest, and Additional Interest, if any, thereon to the redemption date, subject to the right of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, with the net cash proceeds of one or more Equity Offerings of the Company or any direct or indirect parent of the Company to the extent such net proceeds are contributed to the Company; provided that:

at least 50% of the sum of the aggregate principal amount of Notes originally issued under the Indenture and any Additional Notes that are issued under the Indenture after the Issue Date remain outstanding immediately after the occurrence of each such redemption; and

each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

At any time prior to March 15, 2015 the Company may redeem all or a part of the Notes, upon not less than 30 nor more than 60 days prior notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the redemption date, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

Notice of any redemption upon any Equity Offering or in connection with a transaction (or series of related transactions) that constitutes a Change of Control may be given prior to the redemption thereof.

Any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a Change of Control, an Equity Offering, other offering or other corporate transaction or event.

The Company may acquire Notes by means other than a redemption, whether by tender offer, open market purchases, negotiated transactions or otherwise, in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of the Indenture.

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### ***Selection and notice***

If the Company is redeeming less than all of the Notes at any time, the Trustee will select the Notes of such series to be redeemed (a) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which such Notes are listed or (b) if such Notes are not so listed, on a pro rata basis or by lot or such other method as may be required by the applicable depository. No Notes of \$2,000 or less shall be redeemed in part.

Notices of redemption shall be delivered electronically or mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the redemption date to each Holder at such Holder's registered address, except that notices of redemption may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. If any Note is to be redeemed in part only, any notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed.

A new Note in principal amount equal to the unredeemed portion of any Note redeemed in part will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due and payable on the date fixed for redemption, unless such redemption is conditioned on the happening of a future event. On and after the redemption date, unless the Company defaults in the redemption payment, interest shall cease to accrue on the Note or portions thereof called for redemption.

### **Repurchase at the option of Holders**

#### ***Change of Control***

If a Change of Control occurs, unless the Company has previously or concurrently mailed or transmitted electronically a redemption notice with respect to all outstanding Notes as described under *Optional redemption*, the Company will make an offer to purchase all of the Notes pursuant to the offer described below (the *Change of Control Offer*) at a price in cash (the *Change of Control Payment*) equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, and Additional Interest, if any, to the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Company will send notice of such Change of Control Offer electronically or by first class mail, with a copy to the Trustee, to each Holder to the address of such Holder appearing in the security register with a copy to the Trustee or otherwise in accordance with the procedures of DTC, with the following information:

- (1) a Change of Control Offer is being made pursuant to the covenant entitled *Change of Control*, and all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Company;
- (2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is mailed (the *Change of Control Payment Date*);
- (3) any Note not properly tendered will remain outstanding and continue to accrue interest;
- (4) unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date;
- (5) Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender such Notes, with the form entitled *Option of Holder to Elect Purchase* on the reverse of such Notes completed, to the



paying agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) Holders will be entitled to withdraw their tendered Notes and their election to require the Company to purchase such Notes; provided that the paying agent receives, not later than the close of business on the

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last day of the offer period, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing its tendered Notes and its election to have such Notes purchased;

(7) Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to \$2,000 or an integral multiple of \$1,000 in excess thereof; and

(8) if such notice is delivered prior to the occurrence of a Change of Control, such notice shall state that the Change of Control Offer is conditional on the occurrence of such Change of Control and describe such condition, and, if applicable, state that, in the Company's discretion, the Change of Control Payment Date may be delayed until such time as any or all such conditions shall be satisfied, or that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Change of Control Payment Date, or by the Change of Control Payment Date as so delayed.

While the Notes are in global form and the Company makes an offer to purchase all of the Notes pursuant to the Change of Control Offer, a Holder may exercise its option to elect for the purchase of the Notes through the facilities of DTC, subject to its rules and regulations.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

On the Change of Control Payment Date, the Company will, to the extent permitted by law,

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officers Certificate stating that such Notes or portions thereof have been tendered to and purchased by the Company.

The paying agent will promptly mail to each Holder the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The Senior Credit Facilities (subject to limited exceptions), and future credit agreements or other agreements to which the Company becomes a party may prohibit the Company from purchasing any Notes as a result of a Change of Control. In the event a Change of Control occurs at a time when the Company is prohibited from purchasing the Notes, the Company could seek the consent of its lenders to permit the purchase of the Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company does not obtain such consent or repay such borrowings, the Company will remain prohibited from purchasing the Notes. In such case, the Company's failure to purchase tendered Notes would constitute an Event of Default under the Indenture.

The Senior Credit Facilities provide that the occurrence of certain change of control events with respect to the Company (including a Change of Control under the Indenture) constitute a default thereunder. If the Company experiences a change of control that triggers a default under the Senior Credit Facilities or

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cross-defaults under any other Indebtedness or the Receivables Facility, the Company could seek a waiver of such defaults or seek to refinance the Indebtedness outstanding under the Senior Credit Facilities and such other Indebtedness. In the event the Company does not obtain such a waiver or refinance the Indebtedness outstanding under the Senior Credit Facilities and such other Indebtedness, such defaults could result in amounts outstanding under the Senior Credit Facilities and such other Indebtedness being declared due and payable and cause the Receivables Facility to be wound down. The Company's ability to pay cash to the Holders of Notes following the occurrence of a Change of Control may be limited by its then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases. See Risk factors Risks related to the notes We may not be able to repurchase the notes upon a change of control.

The Company is not required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the time and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. A Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of the Company and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the Company and the Initial Purchasers. We have no current intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenant described under Certain covenants Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock. Such restrictions can be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such covenant, however, the Indenture will not contain any covenants or provisions that may afford Holders protection in the event of a highly leveraged transaction.

The definition of Change of Control includes a disposition of all or substantially all of the assets of the Company to any Person. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of all or substantially all of the assets of the Company. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder may require the Company to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control, including the definition of Change of Control, may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes.

## ***Asset Sales***

The Indenture provides that the Company will not, and will not permit any Restricted Subsidiary to, cause, make or suffer to exist an Asset Sale, unless:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Company) of the assets sold or

otherwise disposed of; and

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(2) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; provided that the amount of:

(a) any liabilities (as shown on the most recent consolidated balance sheet of the Company or in the footnotes thereto) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes, that are assumed by the transferee of any such assets (or a third party on behalf of the transferee) and for which the Company or such Restricted Subsidiary has been validly released by all creditors,

(b) any securities, notes or other obligations or assets received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of such Asset Sale, and

(c) any Designated Noncash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Noncash Consideration received pursuant to this clause (c) that is at that time outstanding, not to exceed the greater of (x) \$300.0 million and (y) 3.0% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the fair market value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash for purposes of this provision and for no other purpose.

Within 450 days after any of the Company's or any Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Company or such Restricted Subsidiary may, at its option, apply the Net Proceeds from such Asset Sale:

(1) to permanently reduce (a) Obligations under any Senior Indebtedness of the Company or any Guarantor (other than Obligations owed to the Company or a Restricted Subsidiary) and, in the case of Obligations under revolving credit facilities or other similar Indebtedness, to correspondingly permanently reduce commitments with respect thereto; provided that if the Company or any Restricted Subsidiary shall so reduce Obligations under any Senior Indebtedness that is not secured by a Lien permitted by the Indenture, the Company or such Guarantor will, equally and ratably, reduce Obligations under the Notes by, at its option, (i) redeeming Notes, (ii) making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued and unpaid interest and Additional Interest, if any, on the principal amount of Notes to be repurchased or (iii) purchasing Notes through open market purchases (to the extent such purchases are at a price equal to or higher than 100% of the principal amount thereof) in a manner that complies with the Indenture and applicable securities law or (b) Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Company or another Restricted Subsidiary; or

(2) to make (a) an investment in any one or more businesses; provided that such investment in any business is in the form of the acquisition of Capital Stock and results in the Company or any Restricted Subsidiary owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) an investment in properties, (c) capital expenditures and (d) acquisitions of other assets, that in each of (a), (b), (c) and (d), are used or useful in the business of the Company and in Restricted Subsidiaries or replace the businesses, properties and assets that are the subject of such Asset Sale.

Any Net Proceeds from the Asset Sale that are not invested or applied in accordance with the preceding paragraph within 450 days from the date of the receipt of such Net Proceeds will be deemed to constitute Excess Proceeds; provided that if during such 450-day period the Company or a Restricted Subsidiary enters into a definitive binding agreement committing it to apply such Net Proceeds in accordance with the requirements of clause (2) of the immediately preceding paragraph after such 450th day, such 450-day period will be extended with respect to the

amount of Net Proceeds so committed until such Net Proceeds are required to be applied in accordance with such agreement (but such extension will in no event be for a period longer than 180 days) (or, if

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earlier, the date of termination of such agreement). When the aggregate amount of Excess Proceeds exceeds \$100.0 million, the Company shall make an offer to all Holders and, if required by the terms of any Senior Indebtedness, to the holders of such Senior Indebtedness (other than with respect to Hedging Obligations) (an Asset Sale Offer), to purchase the maximum aggregate principal amount of Notes and such Senior Indebtedness that is a minimum of \$2,000 or an integral multiple of \$1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. The Company will commence an Asset Sale Offer with respect to Excess Proceeds within ten Business Days after the date that Excess Proceeds exceed \$100.0 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. The Company may satisfy the foregoing obligations with respect to any Net Proceeds from an Asset Sale by making an Asset Sale Offer with respect to such Net Proceeds prior to the expiration of the relevant 450 days or with respect to Excess Proceeds of \$100.0 million or less.

To the extent that the aggregate amount of Notes and such Senior Indebtedness tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for general corporate purposes, subject to the other covenants contained in the Indenture. If the aggregate principal amount of Notes or the Senior Indebtedness surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Company shall select or cause to be selected the Notes and such Senior Indebtedness to be purchased on a pro rata basis based on the accreted value or principal amount of the Notes or such Senior Indebtedness tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds related to such Asset Sale Offer shall be reset at zero.

Pending the final application of any Net Proceeds pursuant to this covenant, the Company or the applicable Restricted Subsidiary may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by the Indenture.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The Senior Credit Facilities limit (in each case, subject to limited exceptions), and future credit agreements or other agreements to which the Company or any Restricted Subsidiary becomes a party may effectively limit or prohibit, the Company or any Restricted Subsidiary from purchasing any Notes as a result of an Asset Sale Offer. In the event the Company is required to make an Asset Sale Offer at a time when the Company is actually or effectively prohibited from purchasing the Notes, the Company or the Restricted Subsidiary could seek the consent of its lenders to permit the purchase of the Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company or the Restricted Subsidiary does not obtain such consent or repay such borrowings, the Company will remain actually or effectively prohibited from purchasing the Notes. In such case, the Company's failure to purchase tendered Notes would constitute an Event of Default under the Indenture.

The provisions under the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of an Asset Sale may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes.

## **Certain covenants**



Set forth below are summaries of certain covenants contained in the Indenture. During any period of time that (i) the Notes have Investment Grade Ratings from both Rating Agencies and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii)

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being collectively referred to as a Covenant Suspension Event ) then, the covenants specifically listed under the following captions in this Description of Notes section of this prospectus will not be applicable to the Notes (collectively, the Suspended Covenants ):

- (1) Repurchase at the option of Holders Asset Sales ;
- (2) Limitation on Restricted Payments ;
- (3) Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ;
- (4) clause (4) of the first paragraph of Merger, Consolidation or Sale of All or Substantially All Assets ;
- (5) Transactions with Affiliates ;
- (6) Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries ; and
- (7) Limitation on Line of Business .

During any period that the foregoing covenants have been suspended, the Company may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to the second sentence of the definition of Unrestricted Subsidiary .

If and while the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants, the Notes will be entitled to substantially less covenant protection. In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date (the Reversion Date ) one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating, then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture with respect to future events. The period of time between the Suspension Date and the Reversion Date is referred to in this description as the Suspension Period . The Guarantees of the Subsidiary Guarantors will be suspended during the Suspension Period. Additionally, upon the occurrence of a Covenant Suspension Event, the amount of Excess Proceeds from Net Proceeds shall be reset to zero.

In addition, during any Suspension Period, the Company and the Restricted Subsidiaries will not be subject to the covenant described under Repurchase at the option of Holders Change of Control ; provided that for purposes of determining the applicability of this covenant, the Reversion Date shall be defined as the date that (a) one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating and/or (b) the Company or any of its Affiliates enter into an agreement to effect a transaction that would result in a Change of Control and one or more of the Rating Agencies indicate that if consummated, such transaction (alone or together with any related recapitalization or refinancing transactions) would cause such Rating Agency to withdraw its Investment Grade Rating or downgrade the ratings assigned to the Notes below an Investment Grade Rating. On and after the Reversion Date as defined with respect to the covenant described under Repurchase at the option of Holders Change of Control the Company and the Restricted Subsidiaries will thereafter again be subject to the such covenant under the Indenture, including, without limitation, with respect to a proposed transaction described in clause (b) above.

Notwithstanding the foregoing, in the event of any such reinstatement, no action taken or omitted to be taken by the Company or any of its Restricted Subsidiaries prior to such reinstatement will give rise to a Default or Event of Default under the Indenture with respect to the Notes; provided that (1) with respect to Restricted Payments made

after such reinstatement, the amount of Restricted Payments made will be calculated as though the covenant described above under the caption Certain covenants Limitation on Restricted Payments had been in effect prior to, but not during, the Suspension Period; and (2) all Indebtedness incurred, or Disqualified Stock issued, during the Suspension Period will be classified to have been incurred or issued pursuant to clause (e) of the second paragraph of Limitation on incurrence of Indebtedness and issuance of Disqualified Stock

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and Preferred Stock . In addition, for purposes of clause (3) of the first paragraph under the caption Limitation on Restricted Payments , all events set forth in such clause (3) occurring during a Suspension Period shall be disregarded for purposes of determining the amount of Restricted Payments the Company or any Restricted Subsidiary is permitted to make pursuant to such clause (3).

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

***Limitation on Restricted Payments***

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on account of the Company s or any Restricted Subsidiary s Equity Interests, including any dividend or distribution payable in connection with any merger or consolidation, other than:

(A) dividends or distributions by the Company payable in Equity Interests (other than Disqualified Stock) of the Company; or

(B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly Owned Subsidiary, the Company or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(2) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Company or any direct or indirect parent of the Company, including in connection with any merger or consolidation;

(3) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, other than:

(x) Indebtedness permitted under clauses (i) and (j) of the covenant described under Limitations on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock ; or

(y) the purchase, repurchase or other acquisition of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition; or

(4) make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above (other than any exception thereto) being collectively referred to as Restricted Payments ), unless, at the time of such Restricted Payment:

(a) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(b) immediately after giving effect to such transaction on a pro forma basis, the Company could incur \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and the Restricted Subsidiaries after the Issue Date pursuant to the first paragraph of this covenant or clauses (1), (2) (with respect to the payment of dividends on Refunding Capital Stock pursuant to clause (b) thereof only), (6)(C), (8) and (12) of the next succeeding paragraph (and excluding, for the avoidance of doubt, all other Restricted Payments made pursuant to the next succeeding paragraph), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from December 31, 2010 to the end of the Company's most recently ended fiscal quarter for which

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internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit; plus

(2) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by the Company after the Issue Date (less the amount of such net cash proceeds to the extent such amount has been relied upon to permit the incurrence of Indebtedness, or issuance of Disqualified Stock or Preferred Stock pursuant to clause (v)(ii) of the second paragraph of Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ) from the issue or sale, in each case after the Issue Date, of:

(x) (I) Equity Interests of the Company, including Retired Capital Stock (as defined below), but excluding cash proceeds and the fair market value, as determined in good faith by the Company, of marketable securities or other property received from the sale of:

(A) Equity Interests to any future, current or former employees, directors, managers or consultants of the Company, any direct or indirect parent company of the Company or any of the Company's Subsidiaries after the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph; and

(B) Designated Preferred Stock; and (II) to the extent net cash proceeds are actually contributed to the Company, Equity Interests of the Company's direct or indirect parent companies (excluding contributions of the proceeds from the sale of Designated Preferred Stock of such companies or contributions to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph), or

(y) debt securities of the Company that have been converted into or exchanged for such Equity Interests of the Company; provided that this clause (2) shall not include the proceeds from (a) Refunding Capital Stock (as defined below), (b) Equity Interests of the Company or convertible debt securities of the Company sold to a Restricted Subsidiary or the Company, as the case may be, (c) Disqualified Stock or debt securities that have been converted into or exchanged for Disqualified Stock or (d) Excluded Contributions; plus

(3) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property contributed to the capital of the Company after the Issue Date other than the amount of such net cash proceeds to the extent such amount (i) has been relied upon to permit the incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock pursuant to clause (v)(ii) of the second paragraph of Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock (ii) are contributed by a Restricted Subsidiary and (iii) any Excluded Contributions; plus

(4) to the extent not already included in Consolidated Net Income, 100% of the aggregate amount received by the Company or a Restricted Subsidiary in cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property received after the Issue Date by means of:

(A) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or any Restricted Subsidiary and repurchases and redemptions of such Restricted Investments from the Company or any Restricted Subsidiary and repayments of loans or advances that constitute Restricted Investments by the Company or any Restricted Subsidiary; or

(B) the sale (other than to the Company or a Restricted Subsidiary) of the Equity Interests of an Unrestricted Subsidiary or a distribution or dividend from an Unrestricted Subsidiary (other than in each case to the extent the

Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to clause (9) of the next succeeding paragraph or to the extent such Investment constituted a Permitted Investment); plus

(5) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary after the Issue Date, the fair market value of the Investment in such Unrestricted Subsidiary, as determined by the

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Company in good faith (or if such fair market value exceeds \$150.0 million, in writing by an Independent Financial Advisor), at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary, other than to the extent the Investment in such Unrestricted Subsidiary was made by the Company or a Restricted Subsidiary pursuant to clause (9) of the next succeeding paragraph or to the extent such Investment constituted a Permitted Investment.

The foregoing provisions will not prohibit:

- (1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Indenture;
- (2) (a) the redemption, repurchase, retirement or other acquisition of any Equity Interests ( Retired Capital Stock ) or Subordinated Indebtedness of the Company or any Equity Interests of any direct or indirect parent company of the Company, in exchange for, or out of the proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary) of, Equity Interests of the Company or any direct or indirect parent company of the Company to the extent contributed to the Company (in each case, other than any Disqualified Stock) ( Refunding Capital Stock ) and (b) if immediately prior to the retirement of Retired Capital Stock, the declaration and payment of dividends thereon was permitted under clause (6) of this paragraph, the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent company of the Company) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that was declarable and payable on such Retired Capital Stock immediately prior to such retirement;
- (3) the defeasance, redemption, repurchase or other acquisition or retirement of Subordinated Indebtedness of the Company or a Guarantor made in exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of such Person that is incurred in compliance with the covenant described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock so long as:
  - (A) the principal amount of such new Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Subordinated Indebtedness being so defeased, redeemed, repurchased, acquired or retired for value, plus the amount of any reasonable premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness being so defeased, redeemed, repurchased, acquired or retired (including reasonable tender premiums), defeasance costs and any reasonable fees and expenses incurred in connection with the issuance of such new Indebtedness;
  - (B) such new Indebtedness is subordinated to the Notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so defeased, redeemed, repurchased, acquired or retired;
  - (C) such new Indebtedness has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness being so defeased, redeemed, repurchased, acquired or retired; and
  - (D) such new Indebtedness has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so defeased, redeemed, repurchased, acquired or retired;
- (4) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of the Company or any of its direct or indirect parent companies held by any future, current or former employee, director, manager or consultant (or their Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries, any of its direct or indirect parent companies or any other entity in which the



Company or a Restricted Subsidiary has an Investment and is designated in good faith as an affiliate by the Board of Directors of the Company (or the

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Compensation Committee thereof), in each case pursuant to any stockholders' agreement, management equity plan or stock incentive plan or any other management or employee benefit plan or agreement; provided that the aggregate Restricted Payments made under this clause (4) do not exceed \$60.0 million in any fiscal year (with unused amounts in any fiscal year being permitted to be carried over to succeeding fiscal years in the event of the consummation of an underwritten public Equity Offering by the Company or any direct or indirect parent entity of the Company subject to a maximum (without giving effect to the following proviso) of \$100.0 million in any fiscal year); provided, further, that such amount in any fiscal year may be increased by an amount not to exceed:

(A) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Company and, to the extent contributed to the Company, Equity Interests of any of the Company's direct or indirect parent companies, in each case to members of management, directors, managers or consultants (or their Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies that occurs after the Issue Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph; plus

(B) the cash proceeds of key man life insurance policies received by the Company and the Restricted Subsidiaries after the Issue Date; less

(C) the amount of any Restricted Payments made in any prior fiscal year pursuant to clauses (A) and (B) of this clause (4); and provided, further, that cancellation of Indebtedness owing to the Company or any Restricted Subsidiary from members of management, directors, managers or consultants of the Company, any of its direct or indirect parent companies or any Restricted Subsidiary in connection with a repurchase of Equity Interests of the Company or any of its direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Indenture;

(5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Company or any Restricted Subsidiary issued in accordance with the covenant described under Limitation on Incurrence of indebtedness and issuance of Disqualified Stock and Preferred Stock to the extent such dividends are included in the definition of Fixed Charges ;

(6) (A) the declaration and payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the Company after the Issue Date;

(B) the declaration and payment of dividends to a direct or indirect parent company of the Company, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) of such parent company issued after the Issue Date; provided that the amount of dividends paid pursuant to this clause (B) shall not exceed the aggregate amount of cash actually contributed to the Company from the sale of such Designated Preferred Stock; or

(C) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to clause (2) of this paragraph; provided, however, in the case of each of (A), (B) and (C) of this clause (6), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or the declaration of such dividends on Refunding Capital Stock that is Preferred Stock, after giving effect to such issuance or declaration on a pro forma basis, the Company and the Restricted Subsidiaries on a consolidated basis would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(7) repurchases of Equity Interests deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(8) the declaration and payment of dividends on the Company's common stock following the first public offering of the Company's common stock or the common stock of any of its direct or indirect parent

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companies after the Issue Date, of up to 6% per annum of the net proceeds received by or contributed to the Company in or from any such public offering, other than public offerings with respect to the Company's common stock registered on Form S-4 or Form S-8 and other than any public sale constituting an Excluded Contribution;

(9) Restricted Payments that are made with Excluded Contributions;

(10) the declaration and payment of dividends by the Company to, or the making of loans to, its direct or indirect parent company in amounts required for the Company's direct or indirect parent companies to pay, in each case without duplication:

(A) franchise taxes and other fees, taxes and expenses required to maintain their corporate existence;

(B) foreign, federal, state and/or local consolidated, combined or similar income taxes, to the extent such income taxes are attributable to the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of such Unrestricted Subsidiaries; provided that in each case the amount of such payments in any fiscal year does not exceed the amount that the Company and its Restricted Subsidiaries (and its Unrestricted Subsidiaries, to the extent described above) would be required to pay in respect of such foreign, federal, state and/or local taxes (as applicable) for such fiscal year were the Company, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent described above) to pay such taxes separately from any such parent entity;

(C) customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company of the Company to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Company and the Restricted Subsidiaries;

(D) general corporate overhead expenses of any direct or indirect parent company of the Company to the extent such expenses are attributable to the ownership or operation of the Company and the Restricted Subsidiaries; and

(E) reasonable fees and expenses incurred in connection with any unsuccessful debt or equity offering by such direct or indirect parent company of the Company;

(11) the making of any Restricted Payment on or after the Issue Date as part of the redemption or the repurchase (by tender offer or otherwise and including all costs related thereto) of the Holdco Notes;

(12) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described under "Repurchase at the option of Holders" "Change of Control" and "Repurchase at the option of Holders" "Asset Sales"; provided that, prior to such repurchase, redemption or other acquisition, the Company (or a third party to the extent permitted by the Indenture) shall have made a Change of Control Offer or Asset Sale Offer, as the case may be, with respect to the Notes and shall have repurchased all Notes validly tendered and not withdrawn in connection with such Change of Control Offer or Asset Sale Offer;

(13) payments made or expected to be made by the Company or any Restricted Subsidiary in respect of withholding or similar taxes payable by any future, present or former employee, director, manager or consultant (or their respective estates, investment funds, investment vehicles or Immediate Family Members) and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(14) distributions or payments of Receivables Fees;

(15) the distribution, as a dividend or otherwise (and the declaration of such dividend), of shares of Equity Interests of, or Indebtedness owed to the Company or a Restricted Subsidiary by, any Unrestricted Subsidiary (other than Unrestricted Subsidiaries, the primary assets of which are cash and/or Cash Equivalents);

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(16) other Restricted Payments in an amount which, when taken together with all other Restricted Payments made pursuant to this clause (16), does not exceed the greater of (x) \$200.0 million and (y) 2.0% of Total Assets;

(17) Restricted Payments in an amount equal to any reduction in taxes actually realized by the Company and its Restricted Subsidiaries in the form of refunds or credits or from deductions when applied to offset income or gain as a direct result of (i) transaction fees and expenses or (ii) commitment and other financing fees; and

(18) Restricted Payments consisting of a dividend or other distribution or exchange (and the declaration thereof) of Equity Interests of any entity or entities constituting the Designated Business; provided that after giving pro forma effect to such Restricted Payment (including the application of the net proceeds therefrom), the Consolidated Leverage Ratio would be no greater than 6.00 to 1.00. provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (8), (15), (16), (17) and (18) no Default shall have occurred and be continuing or would occur as a consequence thereof.

As of the Issue Date, all of the Company's Subsidiaries will be Restricted Subsidiaries. The Company will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the penultimate paragraph of the definition of Unrestricted Subsidiary. For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Company and the Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of Investments. Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time, whether pursuant to the first paragraph of this covenant or under clause (9) or (16), or pursuant to the definition of Permitted Investments, and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in the Indenture.

For purposes of determining compliance with this covenant, in the event that a proposed Restricted Payment (or a portion thereof) meets the criteria of clauses (1) through (17) above or is entitled to be made pursuant to the first paragraph of this covenant, the Company will be entitled to classify or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment (or portion thereof) among such clauses (1) through (17) and such first paragraph in a manner that otherwise complies with this covenant.

***Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock***

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, incur and collectively, an incurrence) with respect to any Indebtedness (including Acquired Indebtedness), and the Company will not issue any shares of Disqualified Stock and will not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; provided that the Company may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Restricted Subsidiary may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock or issue shares of Preferred Stock, if the Fixed Charge Coverage Ratio on a consolidated basis for the Company's and its Restricted Subsidiaries most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of the proceeds therefrom had occurred at the beginning of such four-quarter period; provided that the amount of Indebtedness (excluding Acquired Indebtedness not incurred in connection with or in contemplation of the applicable merger, acquisition or other similar transaction), Disqualified Stock and Preferred

Stock that may be incurred or issued, as applicable, pursuant to the foregoing and clauses (p), (s) and (v)(i) below, in each case by Restricted Subsidiaries that are not Guarantors shall not exceed \$500.0 million at any one time outstanding.

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The foregoing limitations will not apply to any of the following items (collectively, Permitted Debt ):

(a) Indebtedness incurred under Senior Credit Facilities by the Company or any Restricted Subsidiary and the issuance and creation of letters of credit and bankers' acceptances thereunder (with letters of credit and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof), up to an aggregate principal amount of \$5,850.0 million at any one time outstanding;

(b) [reserved];

(c) the incurrence by the Company and any Guarantor of Indebtedness represented by the Notes (including any Guarantees thereof) and the exchange notes and related exchange guarantees to be issued in exchange for the Notes and the Guarantees pursuant to the Registration Rights Agreement (other than any Additional Notes, but including exchange notes and related exchange guarantees to be issued in exchange for Additional Notes otherwise permitted to be incurred hereunder pursuant to a registration rights agreement);

(d) [reserved];

(e) Existing Indebtedness (other than Indebtedness described in clauses (a) and (c));

(f) Indebtedness (including Capitalized Lease Obligations), Disqualified Stock and Preferred Stock incurred by the Company or any of the Restricted Subsidiaries, to finance the development, construction, purchase, lease (other than the lease, pursuant to Sale and Lease Back Transactions, of property (real or personal), equipment or other fixed or capital assets owned by the Company or any Restricted Subsidiary as of the Issue Date or acquired by the Company or any Restricted Subsidiary after the Issue Date in exchange for, or with the proceeds of the sale of, such assets owned by the Company or any Restricted Subsidiary as of the Issue Date), repairs, additions or improvement of property (real or personal), equipment or other fixed or capital assets, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets; provided that the aggregate amount of Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (f) when aggregated with then outstanding amount of Indebtedness under clause (o) incurred to refinance Indebtedness initially incurred in reliance on this clause (f) does not exceed the greater of (x) \$250.0 million and (y) 2.5% of Total Assets at any one time outstanding;

(g) Indebtedness incurred by the Company or any Restricted Subsidiary constituting reimbursement obligations with respect to letters of credit issued in the ordinary course of business, including letters of credit in respect of workers compensation claims, or other Indebtedness with respect to reimbursement type obligations regarding workers compensation claims; provided that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(h) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; provided that:

(1) such Indebtedness is not reflected on the balance sheet of the Company or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (h)(1)); and



(2) the maximum assumable liability in respect of all such Indebtedness (other than for those indemnification obligations that are not customarily subject to a cap) shall at no time exceed the gross proceeds including noncash proceeds (the fair market value of such noncash proceeds being measured at the time received and without giving effect to any subsequent changes in value) actually received by the Company and the Restricted Subsidiaries in connection with such disposition;

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(i) Indebtedness of the Company to a Restricted Subsidiary; provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Guarantor is subordinated in right of payment to the Notes; provided, further, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause;

(j) Indebtedness of a Restricted Subsidiary to the Company or another Restricted Subsidiary; provided that if a Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor such Indebtedness is subordinated in right of payment to the Guarantee of such Guarantor; provided, further, that any subsequent issuance or transfer of Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause;

(k) shares of Preferred Stock of a Restricted Subsidiary issued to the Company or another Restricted Subsidiary; provided that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Company or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of such shares of Preferred Stock not permitted by this clause;

(l) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) for the purpose of limiting: (A) interest rate risk with respect to any Indebtedness that is permitted by the terms of the Indenture to be outstanding, (B) exchange rate risk or (C) commodity pricing risk;

(m) obligations in respect of performance, bid, appeal and surety bonds and completion guarantees and similar obligations provided by the Company or any Restricted Subsidiary in the ordinary course of business;

(n) (x) any guarantee by the Company or a Restricted Subsidiary of Indebtedness or other Obligations of any Restricted Subsidiary, so long as in the case of any guarantee of Indebtedness, the incurrence of such Indebtedness is permitted under the terms of the Indenture or (y) any guarantee by a Restricted Subsidiary of Indebtedness of the Company permitted to be incurred under the terms of the Indenture; provided that such guarantee is incurred in accordance with the covenant described below under Limitation on Guarantees of Indebtedness by Restricted Subsidiaries ;

(o) the incurrence or issuance by the Company or any Restricted Subsidiary of Indebtedness, Disqualified Stock or Preferred Stock that serves to extend, replace, refund, refinance, renew or defease any Indebtedness, Disqualified Stock or Preferred Stock of the Company or any Restricted Subsidiary incurred as permitted under the first paragraph of this covenant and clauses (c), (e) and (f) above, this clause (o) and clauses (p) and (v)(ii) below or any Indebtedness, Disqualified Stock or Preferred Stock issued to so extend, replace, refund, refinance, renew or defease such Indebtedness, Disqualified Stock or Preferred Stock including additional Indebtedness, Disqualified Stock or Preferred Stock incurred to pay premiums (including reasonable tender premiums) and fees in connection therewith (the Refinancing Indebtedness ) prior to its respective maturity; provided, however, that such Refinancing Indebtedness:

(1) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being extended, replaced, refunded, refinanced, renewed or defeased;

(2) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (i) Indebtedness subordinated to the Notes or any Guarantee, such Refinancing Indebtedness is subordinated to the Notes or such Guarantee at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (ii) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively; and

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(3) shall not include:

(x) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Company;

(y) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary that is not a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Guarantor; or

(z) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; provided further that any incurrence of Indebtedness (including Acquired Indebtedness) or issuance of Disqualified Stock or Preferred Stock by a Restricted Subsidiary that is not a Guarantor pursuant to this clause (o) that refinances Indebtedness (including Acquired Indebtedness), Disqualified Stock or Preferred Stock initially incurred or issued and outstanding under clause (p), (s) or (v)(i) shall be subject to the proviso of section (p), (s) or (v)(i), as the case may be;

(p) Indebtedness, Disqualified Stock or Preferred Stock (x) of the Company or any Restricted Subsidiary incurred to finance the acquisition of any Person or assets or (y) of Persons that are acquired by the Company or any Restricted Subsidiary or merged into the Company or a Restricted Subsidiary in accordance with the terms of the Indenture; provided that either:

(1) after giving effect to such acquisition or merger, either:

(A) the Company would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant; or

(B) the Fixed Charge Coverage Ratio of the Company and the Restricted Subsidiaries on a consolidated basis is greater than immediately prior to such acquisition or merger; or

(2) such Indebtedness, Disqualified Stock or Preferred Stock (A) is not Secured Indebtedness and is Subordinated Indebtedness with subordination terms no more favorable to the holders thereof than subordination terms that are customarily obtained in connection with high yield senior subordinated notes issuances at the time of incurrence, (B) is not incurred while a Default exists and no Default shall result therefrom, (C) does not mature (and is not mandatorily redeemable in the case of Disqualified Stock or Preferred Stock) and does not require any payment of principal prior to the final maturity of the Notes and (D) in the case of subclause (y) above only, is not incurred in contemplation of such acquisition or merger; provided that together with amounts incurred and outstanding pursuant to the second proviso to the first paragraph of this covenant and clauses (s) and (v)(i), no more than \$500.0 million of Indebtedness (excluding Acquired Indebtedness not incurred in connection with or in contemplation of the applicable merger, acquisition or other similar transaction), Disqualified Stock or Preferred Stock at any one time outstanding and incurred by Restricted Subsidiaries that are not Guarantors pursuant to this clause (p) shall be incurred and outstanding;

(q) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided that such Indebtedness is extinguished within ten (10) Business Days of its incurrence;

(r) Indebtedness of the Company or any Restricted Subsidiary supported by a letter of credit issued pursuant to the Senior Credit Facilities, in a principal amount not in excess of the stated amount of such letter of credit;

(s) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary incurred to finance or assumed in connection with an acquisition or minority investments in any non-wholly owned Restricted Subsidiary which, when aggregated with the principal amount of all other Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (s) and then outstanding, does not exceed the greater of (x) \$250.0 million or (y) 2.5% of Total Assets (it being understood that any Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (s) shall cease to be

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deemed incurred or outstanding for purposes of this clause (s) but shall be deemed incurred pursuant to the first paragraph of this covenant from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to the first paragraph of this covenant without reliance on this clause (s)); provided that together with amounts incurred and outstanding pursuant to the second proviso to the first paragraph of this covenant and clauses (p) and (v)(i), no more than \$500.0 million of Indebtedness (excluding Acquired Indebtedness not incurred in connection with or in contemplation of the applicable merger, acquisition or other similar transaction), Disqualified Stock or Preferred Stock at any one time outstanding and incurred by Restricted Subsidiaries that are not Guarantors pursuant to this clause (s) shall be incurred and outstanding;

(t) Indebtedness incurred by a Foreign Subsidiary which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this clause (t) and then outstanding, does not exceed the greater of (x) \$60.0 million and (y) 5.0% of Foreign Subsidiary Total Assets (it being understood that any Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (t) shall cease to be deemed incurred or outstanding for purposes of this clause (t) but shall be deemed incurred pursuant to the first paragraph of this covenant from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to the first paragraph of this covenant without reliance on this clause (t));

(u) Indebtedness, Disqualified Stock or Preferred Stock issued by the Company or any Restricted Subsidiary to current or former officers, managers, directors and employees thereof, their respective trusts, estates or Immediate Family Members, in each case to finance the purchase or redemption of Equity Interests of the Company or any direct or indirect parent company of the Company to the extent described in clause (4) of the second paragraph under  
Limitation on Restricted Payments ;

(v) Indebtedness and Disqualified Stock of the Company and Indebtedness, Disqualified Stock and Preferred Stock of any Restricted Subsidiary not otherwise permitted hereunder in an aggregate principal amount or liquidation preference, which, when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (v) and then outstanding, does not at any one time outstanding exceed the sum of:

(i) the greater of (x) \$250.0 million and (y) 2.5% of Total Assets (it being understood that any Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (v)(i) shall cease to be deemed incurred or outstanding for purposes of this clause (v)(i) but shall be deemed incurred pursuant to the first paragraph of this covenant from and after the first date on which the Company or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock under the first paragraph of this covenant without reliance on this clause (v)(i)); provided that together with amounts incurred and outstanding pursuant to the second proviso to the first paragraph of this covenant and clauses (p) and (s), no more than \$500.0 million of Indebtedness (excluding Acquired Indebtedness not incurred in connection with or in contemplation of the applicable merger, acquisition or other similar transaction), Disqualified Stock or Preferred Stock at any one time outstanding and incurred by Restricted Subsidiaries that are not Guarantors pursuant to this clause (v)(i) shall be incurred and outstanding; plus (ii) 200% of the net cash proceeds received by the Company since after the Issue Date from the issue or sale of Equity Interests of the Company or cash contributed to the capital of the Company (in each case, other than proceeds of Disqualified Stock or sales of Equity Interests to the Company or any of its Subsidiaries) as determined in accordance with clauses (c)(2) and (c)(3) of the first paragraph of the covenant described under  
Limitation on Restricted Payments to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to the second paragraph of the covenant described under  
Limitation on Restricted Payments or to make Permitted Investments (other than Permitted Investments specified in clauses (a) and (c) of the definition thereof);

(w) Attributable Debt incurred by the Company or any Restricted Subsidiary pursuant to Sale and Lease Back Transactions of property (real or personal), equipment or other fixed or capital assets owned by

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the Company or any Restricted Subsidiary as of the Issue Date or acquired by the Company or any Restricted Subsidiary after the Issue Date in exchange for, or with the proceeds of the sale of, such assets owned by the Company or any Restricted Subsidiary as of the Issue Date, provided that the aggregate amount of Attributable Debt incurred under this clause (w) does not exceed the greater of (x) \$150.0 million and (y) 1.5% of Total Assets;

(x) Indebtedness incurred by any Foreign Subsidiary of Aramark (BVI) Limited (or any successor thereto) related to the Company's Chilean operations, including, without limitation, Central de Restaurantes Aramark Ltda. not to exceed \$25.0 million at any one time outstanding; and

(y) Indebtedness of a Designated Business which Indebtedness is incurred substantially concurrently with the disposition of such Designated Business pursuant to clause (18) of the second paragraph of the covenant described under Limitation on Restricted Payments and which Indebtedness is non-recourse to the Company and its Restricted Subsidiaries other than any Restricted Subsidiary included in such Designated Business.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) at any time meets the criteria of more than one of the categories of Permitted Debt described in clauses (a) through (x) above or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company, in its sole discretion, will classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) and will only be required to include the amount and type of such Indebtedness, Disqualified Stock or Preferred Stock in one or more of the above clauses at such time; provided that all Indebtedness outstanding under the Senior Credit Facilities on the Issue Date will be deemed to have been incurred on such date in reliance on the exception in clause (a) of the definition of Permitted Debt.

The accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock will not be deemed to be an incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant. Any Refinancing Indebtedness and any Indebtedness incurred to refinance Indebtedness incurred pursuant to clauses (a) and (v) above shall be deemed to include additional Indebtedness, Disqualified Stock or preferred stock incurred to pay premiums (including reasonable tender premiums), defeasance costs, fees and expenses in connection with such refinancing.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency will be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

The principal amount of any Indebtedness incurred to extend, replace, refund, refinance, renew or defease other Indebtedness, if incurred in a different currency from the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such extension, replacement, refunding,



refinancing, renewal or defeasance.

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The Indenture provides that the Company will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Company or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company or such Guarantor, as the case may be.

The Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) Senior Indebtedness as subordinated or junior to any other Senior Indebtedness merely because it has a junior priority with respect to the same collateral.

## ***Liens***

The Company will not, and will not permit any of the Guarantors to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except Permitted Liens) that secures obligations under any Indebtedness on any asset or property of the Company or any Guarantor now owned or hereafter acquired, or any income or profits therefrom, or assign or convey any right to receive income therefrom, unless:

(1) in the case of Liens securing Subordinated Indebtedness, the Notes or the applicable Guarantee of a Guarantor, as the case may be, are secured by a Lien on such property or assets that is senior in priority to such Liens; and

(2) in all other cases, the Notes or the applicable Guarantee of a Guarantor, as the case may be, are equally and ratably secured or are secured by a Lien on such assets or property that is senior in priority to such Lien; provided that any Lien which is granted to secure the Notes under this covenant shall be discharged at the same time as the discharge of the Lien (other than through the exercise of remedies with respect thereto) that gave rise to the obligation to so secure the Notes.

## ***Limitation on Sale and Lease-Back Transactions***

The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction with respect to any property unless:

(1) the Company or such Restricted Subsidiary would be entitled to (A) incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale and Lease-Back Transaction pursuant to the covenant described under **Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock** and (B) create a Lien on such property securing such Attributable Debt without equally and ratably securing the Notes pursuant to the covenant described under **Liens** ;

(2) the consideration received by the Company or any Restricted Subsidiary in connection with such Sale and Lease-Back Transaction is at least equal to the fair market value (as determined in good faith by the Company) of such property; and

(3) the Company applies the proceeds of such transaction in compliance with the terms described under **Repurchase at the option of Holders** **Asset Sales**.

## ***Merger, consolidation or sale of all or substantially all assets***

The Company may not consolidate or merge with or into or wind up into (whether or not the Company is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the properties

or assets of the Company and its Subsidiaries on a consolidated basis, in one or more related transactions, to any Person unless:

(1) the Company is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States of America, any state thereof, the District of Columbia, or any territory thereof (the Company or such Person, as the case may be, being herein called the Successor Company );

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(2) the Successor Company, if other than the Company, expressly assumes all the obligations of the Company under the Indenture and the Notes pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction, no Default exists;

(4) immediately after giving *pro forma* effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the applicable four quarter period,

(A) the Successor Company would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of the covenant described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ; or

(B) the Fixed Charge Coverage Ratio for the Successor Company, the Company and the Restricted Subsidiaries on a consolidated basis would be greater than such ratio for the Company and the Restricted Subsidiaries immediately prior to such transaction;

(5) each Guarantor, unless it is the other party to the transactions described above, in which case clause (A)(2) of the second succeeding paragraph shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under the Indenture and the Notes; and

(6) the Company shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture.

Notwithstanding anything to the contrary herein, the disposition of a Designated Business pursuant to clause (18) of the covenant described under Certain covenants' Limitation on Restricted Payments or the covenant described under Asset Sales , shall not be deemed to be a sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Company and its Subsidiaries on a consolidated basis.

Subject to certain limitations described in the Indenture, the Successor Company will succeed to, and be substituted for, the Company under the Indenture and the Notes. Notwithstanding the foregoing clauses (3) and (4),

(a) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to, the Company, and

(b) the Company may merge with an Affiliate of the Company incorporated solely for the purpose of reincorporating the Company in another state of the United States of America or the District of Columbia or any territory thereof so long as the amount of Indebtedness of the Company and the Restricted Subsidiaries is not increased thereby.

Subject to certain limitations described in the Indenture governing release of a Guarantee upon the sale, disposition or transfer of a Guarantor, each Guarantor will not, and the Company will not permit any Guarantor to, consolidate or merge with or into or wind up into (whether or not such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless:

(A) (1) such Guarantor is the surviving entity or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership, limited partnership, limited liability company or trust organized or

existing under the laws of the United States of America, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the Successor Person );

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

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

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

(B) the transaction is made in compliance with the covenant described under Repurchase at the option of Holders Asset Sales.

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

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company and its Subsidiaries on a consolidated basis shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

***Transactions with Affiliates***

The Company will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each of the foregoing, an Affiliate Transaction) involving aggregate payments or consideration in excess of \$20.0 million, unless:

(a) such Affiliate Transaction is on terms that are not materially less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(b) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of \$50.0 million, a Board Resolution adopted by the majority of the members of the Board of Directors of the Company approving such Affiliate Transaction and set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (a) above.

The foregoing provisions will not apply to the following:

(1) transactions between or among the Company or any of the Restricted Subsidiaries;

(2) Restricted Payments permitted by the provisions of the Indenture described above under the covenant Limitation on Restricted Payments and the definition of Permitted Investments ;

(3) [reserved];

(4) the payment of reasonable and customary fees paid to, and indemnities provided for the benefit of, officers, directors, managers, employees or consultants of the Company, any of its direct or indirect parent companies or any Restricted Subsidiary;

(5) payments by the Company or any Restricted Subsidiary to any of the Sponsors for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including in connection with acquisitions or divestitures, which payments are approved by a majority of the members of the Board of Directors of the Company in good faith;

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(6) transactions in which the Company or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (a) of the preceding paragraph;

(7) (A) payments and Indebtedness, Disqualified Stock and Preferred Stock (and cancellation of any thereof) of the Company and its Restricted Subsidiaries to any future, current or former employee, director, manager or consultant (or their respective trusts, estates, investment funds, investment vehicles or Immediate Family Members) of the Company, any of its subsidiaries or any of its direct or indirect parent companies pursuant to any management equity plan or stock option plan or any other management or employee benefit, plan or agreement; and (B) any employment agreements, stock option plans and other compensatory arrangements (including, without limitation, the Company's 2001 and 2005 Stock Unit Retirement Plans (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such employees, directors, managers or consultants (or their respective trusts, estates, investment funds, investment vehicles or Immediate Family Members) that are, in each case, approved by the Company in good faith;

(8) any agreement, instrument or arrangement as in effect as of the Issue Date, or any amendment thereto (so long as any such amendment is not disadvantageous to the Holders when taken as a whole in any material respect as compared to the applicable agreement as in effect on the Issue Date as reasonably determined in good faith by the Company);

(9) the existence of, or the performance by, the Company or any of the Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement or its equivalent (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the Company or any Restricted Subsidiary of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (9) to the extent that the terms of any such existing agreement together with all amendments thereto, taken as a whole, or new agreement do not require payments by the Company or any Subsidiary that are materially in excess of those required pursuant to the terms of the original agreement in effect on the Issue Date as reasonably determined in good faith by the Company;

(10) [reserved];

(11) transactions with customers, clients, suppliers, or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture that are fair to the Company and the Restricted Subsidiaries, in the reasonable determination of the Board of Directors or the senior management of the Company, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(12) the issuance or transfer of Equity Interests (other than Disqualified Stock) of the Company to any Permitted Holder or to any former, current or future director, manager, officer, employee or consultant (or their respective estates, investment funds, investment vehicles, spouses or former spouses) of the Company, any of its subsidiaries or any direct or indirect parent company thereof;

(13) sales of accounts receivable, or participations therein, in connection with any Receivables Facility;

(14) investments by the Sponsors and the Co-Investors in securities of the Company or any of its Restricted Subsidiaries so long as (i) the investment is being offered generally to other investors on the same or more favorable terms and (ii) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of



securities;

(15) payments to or from, and transactions with, any joint ventures in the ordinary course of business; and

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(16) payments by the Company (and any direct or indirect parent thereof) and its Subsidiaries pursuant to tax sharing agreements among the Company (and any such parent) and its Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Company and its Subsidiaries; provided that in each case the amount of such payments in any fiscal year does not exceed the amount that the Company, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent of amounts received by the Company or a Restricted Subsidiary from Unrestricted Subsidiaries) would be required to pay in respect of foreign, federal, state and/or local consolidated, combined or similar taxes for such fiscal year were the Company and its Restricted Subsidiaries (and its Unrestricted Subsidiaries, to the extent described above) to pay such taxes separately from any such parent entity.

Dividend and other payment restrictions affecting Restricted Subsidiaries The Company will not, and will not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) (1) pay dividends or make any other distributions to the Company or any Restricted Subsidiary on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or

(2) pay any Indebtedness owed to the Company or any Restricted Subsidiary;

(b) make loans or advances to the Company or any Restricted Subsidiary; or

(c) sell, lease or transfer any of its properties or assets to the Company or any Restricted Subsidiary, except (in each case) for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions in effect on the Issue Date, including pursuant to the Senior Credit Facilities and the related documentation (including security documents) and Hedging Obligations;

(2) the Indenture, the Notes and the Guarantees;

(3) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions of the nature discussed in clause (c) above on the property so acquired;

(4) applicable law or any applicable rule, regulation or order;

(5) any agreement or other instrument of a Person acquired by the Company or any Restricted Subsidiary in existence at the time of such acquisition (but not created in connection therewith or in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(6) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary;

(7) Secured Indebtedness that limits the right of the debtor to dispose of the assets securing such Indebtedness otherwise permitted to be incurred pursuant to the covenants described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock and Liens ;

(8) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be incurred after the Issue Date pursuant to the provisions of the covenant described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ;

(10) customary provisions in joint venture agreements and other similar agreements;

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(11) customary provisions contained in leases or licenses of intellectual property and other agreements entered into in the ordinary course of business;

(12) restrictions created in connection with any Receivables Facility; provided that in the case of Receivables Facilities established after the Issue Date, such restrictions are necessary or advisable, in the good faith determination of the Company, to effect the transactions contemplated under such Receivables Facility;

(13) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase or other agreement to which the Company or any of its Restricted Subsidiaries is a party entered into in the ordinary course of business; provided that such agreement prohibits the encumbrance of solely the property or assets of the Company or such Restricted Subsidiary that are the subject of such agreement, the payment rights arising thereunder or the proceeds thereof and does not extend to any other asset or property of the Company or such Restricted Subsidiary or the assets or property of any other Restricted Subsidiary;

(14) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ; provided that the restrictions therein either (i) are not materially more restrictive taken as a whole than those contained in agreements governing Indebtedness in effect on the Issue Date, or (ii) are not materially more disadvantageous to holders of the Notes than is customary in comparable financings (as determined by the Company in good faith) and in the case of (ii) such encumbrances or restrictions apply only during the continuance of a default in respect of payment or a financial maintenance covenant relating to such Indebtedness;

(15) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (14) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Company, not materially more restrictive with respect to such encumbrance and other restrictions than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; provided, further, that with respect to contracts, instruments or obligations existing on the Issue Date, any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive with respect to such encumbrances and other restrictions than those contained in such contracts, instruments or obligations as in effect on the Issue Date; and

(16) any encumbrances or restrictions contained in Indebtedness permitted to be incurred pursuant to clause (y) of the second paragraph of the covenant described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock that apply only to the Designated Business.

***Limitation on Guarantees of Indebtedness by Restricted Subsidiaries***

The Company will not permit any of its Wholly Owned Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Subsidiaries if such non-Wholly Owned Subsidiaries guarantee other capital markets debt securities), other than a Guarantor or a Foreign Subsidiary, to guarantee the payment of any Indebtedness of the Company or any other Guarantor unless:

(1) such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to the Indenture providing for a Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Company or any Guarantor, that is by its express terms subordinated in right of payment to the Notes or such Guarantor's Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be

subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes;

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(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee; and

(3) such Restricted Subsidiary shall deliver to the Trustee an opinion of counsel to the effect that:

(a) such Guarantee has been duly executed and authorized; and

(b) such Guarantee constitutes a valid, binding and enforceable obligation of such Restricted Subsidiary, except insofar as enforcement thereof may be limited by bankruptcy, insolvency or similar laws (including all laws relating to fraudulent transfers) and except insofar as enforcement thereof is subject to general principles of equity;

provided that this covenant shall not be applicable to any guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary.

### ***Limitation on line of business***

The Indenture provides that the Company and its Restricted Subsidiaries, taken as a whole, will not fundamentally and substantially alter the character of their business, taken as a whole, from the business conducted by the Company and its Restricted Subsidiaries, taken as a whole, on the Issue Date. Notwithstanding the generality of the foregoing, none of (i) the expansion of the professional services provided by the Company and its Restricted Subsidiaries after the Issue Date or (ii) the disposition of a Designated Business pursuant to clause (18) of the covenant described under *Certain covenants* *Limitation on Restricted Payments* or the covenant described under *Asset Sales* will be deemed a fundamental and substantial alteration for purposes of the immediately preceding sentence.

### ***Reports and other information***

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Indenture requires the Company to file with the SEC (and make available to the Trustee and Holders of the Notes (without exhibits), without cost to any Holder, within 15 days after it files (or is otherwise required to file) them with the SEC) from and after the Issue Date,

(1) within 90 days (or any other time period then in effect under the rules and regulations of the Exchange Act with respect to the filing of a Form 10-K by a non-accelerated filer) after the end of each fiscal year, annual reports on Form 10-K, or any successor or comparable form, containing the information required to be contained therein, or required in such successor or comparable form;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, reports on Form 10-Q containing all quarterly information that would be required to be contained in Form 10-Q, or any successor or comparable form;

(3) promptly from time to time after the occurrence of an event required to be therein reported, such other reports on Form 8-K, or any successor or comparable form; and

(4) any other information, documents and other reports which the Company would be required to file with the SEC if it were subject to Section 15(d) of the Exchange Act;

in each case in a manner that complies in all material respects with the requirements specified in such form; provided that the Company shall not be so obligated to file such reports with the SEC if the SEC does not permit such filing, in which event the Company will make available such information to prospective purchasers of Notes, in addition to providing such information to the Trustee and the Holders of the Notes, in each case within

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15 days after the time the Company would be required to file such information with the SEC if it were subject to Section 15(d) of the Exchange Act. In addition, to the extent not satisfied by the foregoing, the Company agrees that, for so long as any Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

In the event that any direct or indirect parent of the Company becomes a Guarantor of the Notes, the Indenture permits the Company to satisfy its obligations in this covenant with respect to financial information relating to the Company by furnishing financial information relating to such parent; provided that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Company and its Restricted Subsidiaries on a standalone basis, on the other hand. Currently, the Notes are guaranteed for such purpose by Holdings.

Notwithstanding the foregoing, such requirements shall be deemed satisfied prior to the commencement of the exchange offer or the effectiveness of the shelf registration statement described in the Registration Rights Agreement (1) by the filing with the SEC of the exchange offer registration statement or shelf registration statement (or any other similar registration statement), and any amendments thereto, with such financial information that satisfies Regulation S-X, subject to exceptions consistent with the presentation of financial information in this prospectus, to the extent filed within the times specified above, or (2) by posting reports that would be required to be filed substantially in the form required by the SEC on the Company's website (or that of any of its parent companies) or providing such reports to the Trustee within 15 days after the time the Company would be required to file such information with the SEC if it were subject to Section 13 or 15(d) of the Exchange Act, the financial information (including a Management's discussion and analysis of results of operations and financial condition section) that would be required to be included in such reports, subject to exceptions consistent with the presentation of financial information in this prospectus, to the extent filed within the times specified above.

Notwithstanding anything herein to the contrary, the Company will not be deemed to have failed to comply with any of its agreements hereunder for purposes of clause (3) under Events of Default and remedies until 120 days after the date any report hereunder is required to be filed with the SEC (or posted on the Company's website) pursuant to this covenant.

## **Events of Default and remedies**

The following events constitute Events of Default under the Indenture:

(1) default in payment when due and payable, upon redemption, acceleration or otherwise, of payments of principal of, or premium, if any, on the Notes issued under the Indenture;

(2) default for 30 days or more in the payment when due of interest on or with respect to the Notes issued under the Indenture;

(3) failure by the Company or any Guarantor for 60 days after receipt of written notice given by the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes issued under the Indenture to comply with any of its agreements (other than a default referred to in clauses (1) and (2) above) in the Indenture or the Notes;

(4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary or the payment of which is guaranteed by the Company or any Restricted Subsidiary, other than Indebtedness owed to the Company or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Notes,



if both:

(A) such default either:

(i) results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods), or

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(ii) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregate \$100.0 million or more at any one time outstanding;

(5) failure by the Company or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay final judgments or orders for the payment of money in an aggregate amount exceeding \$100.0 million (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied coverage, it being understood for purposes of the Indenture that the issuance of reservation of rights letter will not be considered a denial of coverage) and such judgment or order shall not have been satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days;

(6) certain events of bankruptcy or insolvency with respect to the Company or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary); or

(7) the Guarantee of any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary (or the responsible officers of any group of Subsidiaries that together would constitute a Significant Subsidiary), as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of the Indenture or the release of any such Guarantee in accordance with the Indenture.

If any Event of Default (other than of a type specified in clause (6) above) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes issued under the Indenture may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes issued under the Indenture to be due and payable immediately.

Upon the effectiveness of such declaration, such principal of and premium, if any, and interest on the Notes will be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (6) of the first paragraph of this section, all outstanding Notes will become due and payable without further action or notice. The Indenture provides that the Trustee may withhold from Holders notice of any continuing Default, except a Default relating to the payment of principal of and premium, if any, and interest on the Notes if it determines that withholding notice is in their interest. In addition, the Trustee will have no obligation to accelerate the Notes if in the best judgment of the Trustee acceleration is not in the best interests of the Holders of such Notes.

The Indenture provides that the Holders of a majority in aggregate principal amount of the then outstanding Notes issued thereunder by notice to the Trustee may, on behalf of the Holders of all of such Notes, waive any existing Default and its consequences under the Indenture, except a continuing Default in the payment of principal of and premium, if any, or interest on any such Notes held by a non-consenting Holder. In the event of any Event of Default specified in clause (4) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded automatically and without any action by the Trustee or the Holders if, within 20 days after such Event of Default arose,

(x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged,

(y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default, or

(z) the default that is the basis for such Event of Default has been cured.

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Except to enforce the right to receive payments of principal of and premium, if any, and interest on the Notes when due, no Holder may pursue any remedy with respect to the Indenture or the Notes unless:

- (1) such Holder has previously given the Trustee notice that an Event of Default is continuing;
- (2) Holders of at least 30% in principal amount of the then outstanding Notes have requested the Trustee to pursue the remedy;
- (3) such Holders have offered the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;
- (4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and
- (5) Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

The Indenture provides that the Company will be required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company will be required, within five Business Days, upon becoming aware of any Default, to deliver to the Trustee a statement specifying such Default.

## **No personal liability of directors, officers, employees and stockholders**

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor (other than in the case of stockholders of any Guarantor, the Company or another Guarantor) or any of their parent companies shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Guarantees and the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

## **Legal Defeasance and Covenant Defeasance**

The Company may, at its option and at any time, elect to have all of its obligations discharged with respect to the Notes issued under the Indenture and have each Guarantor's obligation discharged with respect to its Guarantee ( Legal Defeasance ) and cure all then existing Events of Default except for:

- (1) the rights of Holders of Notes issued under the Indenture to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due solely out of the trust created pursuant to the Indenture;
- (2) the Company's obligations with respect to Notes issued under the Indenture concerning issuing temporary notes, registration of such Notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;
- (3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have its obligations and those of each Guarantor released with respect to certain covenants that are described in the Indenture ( Covenant Defeasance ) and thereafter any omission to comply with such obligations shall not constitute a Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including bankruptcy, receivership, rehabilitation and insolvency events pertaining to the Company) described under Events of Default and remedies will no longer constitute an Event of Default with respect to the Notes.

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In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the Notes issued under the Indenture:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest due on the Notes issued under the Indenture on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on the Notes, and the Company must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States of America reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions,

(A) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(B) since the original issuance of the Notes, there has been a change in the applicable U.S. Federal income tax law,

in either case to the effect that, and based thereon such opinion of counsel in the United States of America shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States of America reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any of the Senior Credit Facilities or any other material agreement or instrument (other than the Indenture) to which, the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(6) the Company shall have delivered to the Trustee an opinion of counsel in the United States of America and reasonably acceptable to the Trustee to the effect that, as of the date of such opinion and subject to customary assumptions and exclusions, following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally under any applicable U.S. Federal or state law, and that the Trustee has a perfected security interest in such trust funds for the ratable benefit of the Holders;

(7) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company, or any

Guarantor or others; and

(8) the Company shall have delivered to the Trustee an Officers Certificate and an opinion of counsel in the United States of America and reasonably acceptable to the Trustee (which opinion of counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

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### **Satisfaction and discharge**

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when either:

(a) all such Notes theretofore authenticated and delivered, except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust, have been delivered to the Trustee for cancellation; or

(b) (1) all such Notes not theretofore delivered to such Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise, will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company and the Company or any Guarantor has irrevocably deposited or caused to be deposited with such Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption, as the case may be;

(2) no Default (other than that resulting from borrowing funds to be applied to make such deposit and any similar and simultaneous deposit relating to other Indebtedness and, in each case, the granting of Liens in connection therewith) with respect to the Indenture or the Notes issued thereunder shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, the Senior Credit Facilities or any other agreement or instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company has paid or caused to be paid all sums payable by it under the Indenture; and

(4) the Company has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of such Notes at maturity or the redemption date, as the case may be.

In addition, the Company must deliver an Officers Certificate and an opinion of counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

### **Transfer and exchange**

A Holder may transfer or exchange Notes in accordance with the Indenture. The registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

The registered Holder of a Note may be treated as the owner of the Note for all purposes.

### **Amendment, supplement and waiver**

Except as provided in the next two succeeding paragraphs, the Indenture, any related Guarantee and the Notes issued thereunder may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding and issued under the Indenture, including consents obtained in connection with a



purchase of, or tender offer or exchange offer for, Notes, and any existing Default or compliance with any provision of the Indenture or the Notes issued thereunder may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes issued under the Indenture, including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, in each case other than Notes beneficially owned by the Company or its Affiliates.

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The Indenture provides that, without the consent of each Holder affected, an amendment or waiver may not, with respect to any Notes issued under the Indenture and held by a non-consenting Holder:

- (1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal of or change the fixed final maturity of any such Note or alter or waive the provisions with respect to the redemption of the Notes (other than provisions relating to the covenants described above under Repurchase at the option of Holders );
- (3) reduce the rate of or change the time for payment of interest on any Note;
- (4) waive a Default in the payment of principal of or premium, if any, or interest on the Notes issued under the Indenture, except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in the Indenture or any Guarantee that cannot be amended or modified without the consent of all Holders;
- (5) make any Note payable in money other than that stated in the Notes;
- (6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Notes;
- (7) make any change in the ranking of the Indenture or the Notes that would adversely affect the Holders;
- (8) except as expressly permitted by the Indenture, modify the Guarantee of any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) in any manner adverse to the Holders;
- (9) make any change in these amendment and waiver provisions; or (10) impair the right of any Holder to receive payment of principal of, or interest on, such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes.

Notwithstanding the foregoing, without the consent of any Holder, the Company, any Guarantor (with respect to a Guarantee or the Indenture) and the Trustee may amend or supplement the Indenture, any Guarantee or the Notes:

- (1) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (2) to provide for uncertificated notes in addition to or in place of certificated notes;
- (3) to comply with the covenant relating to mergers, consolidations and sales of assets and to provide for the assumption of the Company's, or any Guarantor's obligations to Holders in connection therewith;
- (4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any such Holder;
- (5) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Company or a Guarantor;

(6) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(7) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof;

(8) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

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(9) to add a Guarantor or other guarantor under the Indenture;

(10) to conform the text of the Indenture, the Guarantees or the Notes to any provision of this Description of Notes to the extent that such provision in this Description of Notes was intended to be a verbatim recitation of a provision of the Indenture, the Guarantees or the Notes; or

(11) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes; provided, however, that (a) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (b) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

The consent of the Holders will not be necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

## **Notices**

Notices given by publication will be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing.

## **Concerning the Trustee**

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee is permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue or resign.

The Indenture provides that the Holders of a majority in principal amount of the outstanding Notes issued thereunder will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default shall occur (which shall not be cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of his own affairs. Subject to such provisions, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

## **Governing law**

The Indenture, the Notes and any Guarantee are be governed by and construed in accordance with the laws of the State of New York.

## **Certain definitions**

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full definition of all such terms, as well as any other capitalized terms used herein for which no definition is provided. For purposes of the Indenture, unless otherwise specifically indicated, (1) the term *consolidated* with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person and (2) the term *including* means including, without limitation.

*Acquired Indebtedness* means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of such specified Person, and

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(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

*Additional Interest* means all liquidated damages then owing pursuant to the Registration Rights Agreement.

*Affiliate* of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, control (including, with correlative meanings, the terms controlling, controlled by and under common control with ), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

*Applicable Premium* means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the Note; and

(2) the excess, if any, of:

(a) the present value at such redemption date of (i) the redemption price of such Note at March 15, 2015 (such redemption price being set forth in the table appearing above under the caption *Optional Redemption* ), plus (ii) all required interest payments due on such Note through March 15, 2015 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the Note.

*Asset Sale* means:

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Company or any Restricted Subsidiary (each referred to in this definition as a *disposition* ); and

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Stock of Restricted Subsidiaries issued in compliance with the covenant described under *Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock* ), in each case, other than:

(a) a disposition of cash, Cash Equivalents or Investment Grade Securities or obsolete or worn-out equipment, vehicles or other similar assets in the ordinary course of business or any disposition of inventory or goods held for sale in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Company in a manner permitted pursuant to the provisions described above under *Certain covenants Merger, consolidation or sale of all or substantially all assets* or any disposition that constitutes a Change of Control pursuant to the Indenture;

(c) the making of any Permitted Investment or the making of any Restricted Payment that is not prohibited by the covenant described under *Certain covenants Limitation on Restricted Payments* ;

(d) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate fair market value of less than \$50.0 million;

(e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary (including through the dissolution of a Restricted Subsidiary);

(f) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986 (or comparable or successor provision), any exchange of like property (excluding any boot thereon) for use in a Similar Business;

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- (g) the lease, assignment or sublease of any real or personal property in the ordinary course of business;
- (h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;
- (i) foreclosures on assets;
- (j) sales of accounts receivable, or participations therein, in connection with any Receivables Facility;
- (k) the unwinding of any Hedging Obligations;
- (l) dispositions of assets in connection with Sale and Lease-Back Transactions to the extent that the Attributable Debt associated therewith outstanding at any one time does not exceed the greater of (x) \$150.0 million and (y) 1.5% of Total Assets; and
- (m) the disposition of assets comprising a Designated Business to any existing Subsidiary of the Company or any newly formed Subsidiary of the Company, prior to any disposition of such Designated Business, that are completed substantially concurrently with, or reasonably in advance of, the disposition of such Designated Business.

*Attributable Debt* in respect of a Sale and Lease-Back Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Lease-Back Transaction (including any period for which such lease has been extended); *provided, however*, that if such Sale and Lease-Back Transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of Capitalized Lease Obligation.

*Board of Directors* means:

- (1) with respect to a corporation, the board of directors of the corporation;
- (2) with respect to a partnership, the board of directors of the general partner of the partnership; and
- (3) with respect to any other Person, the board or committee of such Person serving a similar function.

*Board Resolution* means, with respect to the Company, a duly adopted resolution of the Board of Directors of the Company or any committee thereof.

*Business Day* means each day that is not a Legal Holiday.

*Capital Stock* means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and



(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

*Capitalized Lease Obligation* means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

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*Cash Equivalents* means:

- (1) United States of America dollars;
- (2)(a) Canadian dollars;
- (b) euro;
- (c) yen;
- (d) sterling; or
- (e) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by it from time to time in the ordinary course of business;
- (3) securities issued or directly and fully and unconditionally guaranteed or insured by the government of the United States of America or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;
- (4) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of \$250.0 million;
- (5) repurchase obligations for underlying securities of the types described in clauses (3) and (4) entered into with any financial institution meeting the qualifications specified in clause (4) above;
- (6) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P and in each case maturing within 12 months after the date of issuance thereof;
- (7) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (6) above;
- (8) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition; and
- (9) Indebtedness or Preferred Stock issued by Persons with a rating of A or higher from S&P or A2 or higher from Moody's with maturities of 12 months or less from the date of acquisition.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above; *provided* that such amounts are converted into one or more of the currencies set forth in clauses (1) and (2) above as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

*Change of Control* means the occurrence of any of the following:

- (1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person other than a Permitted Holder; *provided* that the

disposition of a Designated Business pursuant to either (a) clause (18) of the covenant described under Certain covenants Limitation on Restricted Payments or (b) the covenant described under Asset Sales , will not constitute a sale of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, for purposes of this clause, so long as the Consolidated Leverage Ratio of the Company would be no greater than 6.00 to 1.00 after giving pro forma effect to such sale (including the application of the net proceeds therefrom);

(2) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision),

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including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, or any successor provision), other than the Permitted Holders, in a single transaction or in a series of related transactions, by way of merger, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision) of 50% or more of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent companies.

*Co-Investors* means Joseph Neubauer and his Controlled Investment Affiliates.

*Company* has the meaning set forth in the first paragraph under *General*; *provided* that when used in the context of determining the fair market value of an asset or liability under the Indenture, *Company* shall, unless otherwise expressly stated, be deemed to mean the Board of Directors of the Company when the fair market value of such asset or liability is equal to or in excess of \$100.0 million.

*Consolidated Depreciation and Amortization Expense* means, with respect to any Person for any period, the total amount of depreciation and amortization expense, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

*Consolidated Interest Expense* means, with respect to any Person for any period, the sum, without duplication, of:

(a) consolidated interest expense of such Person and its Restricted Subsidiaries for such period to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers' acceptances, (c) noncash interest payments (but excluding any noncash interest expense attributable to the movement in the mark-to-market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (f) commissions, discounts, yield and other fees and charges in the nature of interest expense related to any Receivables Facility, and excluding (i) Additional Interest, (ii) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (iii) any expensing of bridge, commitment and other financing fees and (iv) any redemption premiums paid in connection with the redemption of the Existing Other Notes), plus

(b) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, less

(c) interest income for such period, plus

(d) to the extent that 50% of the EBITDA attributable to AIM Services Co., Ltd. is included in EBITDA of the Company and its Restricted Subsidiaries pursuant to clause (3)(c) of the definition thereof, the amount of consolidated interest expense added back to calculate such 50% of EBITDA of AIM Services Co., Ltd.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

*Consolidated Leverage Ratio* means, as of any date of determination, the ratio of (a) Consolidated Total Indebtedness of the Company and the Restricted Subsidiaries as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to the covenant described under *Certain Covenants Reports and Other*

Information immediately preceding the date on which such event for which such calculation is being made shall occur to (b) the consolidated amount of EBITDA of the Company and the Restricted Subsidiaries for the period of the most recently ended consecutive four full fiscal quarters for which financial statements have been delivered pursuant to the covenant described under Certain Covenants Reports and

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Other Information immediately preceding the date on which such event for which such calculation is being made shall occur, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

*Consolidated Net Income* means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided* that, without duplication,

(1) any net after-tax extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including relating to severance, relocation, unusual contract terminations, one time compensation charges, warrants or options to purchase Capital Stock of a direct or indirect parent of the Company and the Transactions) shall be excluded,

(2) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period, in accordance with GAAP,

(3) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded,

(4) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or the sale or other disposition of any Capital Stock of any Person other than in the ordinary course of business, as determined in good faith by the Company, shall be excluded,

(5) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of the Company shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period (subject in the case of dividends, distributions or other payments made to a Restricted Subsidiary to the limitations contained in clause (6) below),

(6) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(1) of the first paragraph of Certain covenants Limitation on Restricted Payments, the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded if the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions has been legally waived; *provided* that Consolidated Net Income of the Company will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Company or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein,

(7) any increase in amortization or depreciation or other noncash charges resulting from the application of purchase accounting in relation to the Merger Transactions or any acquisition that is consummated after January 26, 2007, net of taxes, shall be excluded,

(8) any net after-tax income (loss) from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded,

(9) any impairment charge or asset write-off, in each case pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded, and (10) any noncash compensation expense resulting from the application of Accounting Standards Codification 718 shall be excluded.

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Notwithstanding the foregoing, for the purpose of the covenant described under *Certain covenants Limitation on Restricted Payments* only (other than clause (c)(4) thereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Company and the Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Company and the Restricted Subsidiaries, any repayments of loans and advances that constitute Restricted Investments by the Company or any Restricted Subsidiary, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(4) thereof.

*Consolidated Secured Debt Ratio* means, as of any date of determination, the ratio of (a) Consolidated Total Indebtedness of the Company and the Restricted Subsidiaries that is secured by Liens as of the end of the most recent fiscal quarter for which internal financial statements are available immediately preceding the date on which such event for which such calculation is being made shall occur to (b) the consolidated amount of EBITDA of the Company and the Restricted Subsidiaries for the period of the most recently ended consecutive four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such event for which such calculation is being made shall occur, in each case with such pro forma adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio; provided that, for purposes of the foregoing calculation, in the event that the Company shall classify Liens incurred on the date of determination as incurred in part pursuant to clause (28) of *Permitted Liens* and in part pursuant to one or more other clauses of *Permitted Liens*, Consolidated Total Indebtedness shall not include any such Indebtedness incurred pursuant to one or more such other clauses of such second paragraph, and shall not give effect to any repayment, repurchase, redemption, defeasance or other acquisition, retirement or discharge of Indebtedness from the proceeds thereof.

*Consolidated Total Indebtedness* means, as at any date of determination, an amount equal to the sum (without duplication) of (1) the aggregate amount of all outstanding Indebtedness of the Company and the Restricted Subsidiaries on a consolidated basis consisting of Indebtedness for borrowed money, Obligations in respect of Capitalized Lease Obligations, Attributable Debt in respect of Sale and Lease-Back Transactions and debt obligations evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (excluding any undrawn letters of credit), in each case determined on a consolidated basis in accordance with GAAP, (2) the aggregate amount of all outstanding Disqualified Stock of the Company and all Disqualified Stock and Preferred Stock of the Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and Preferred Stock equal to the greater of their respective voluntary or involuntary liquidation preferences and Maximum Fixed Repurchase Prices, in each case determined on a consolidated basis in accordance with GAAP and (3) the aggregate outstanding amount of advances relating to any Receivables Facility.

For purposes hereof, the *Maximum Fixed Repurchase Price* of any Disqualified Stock or Preferred Stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or Preferred Stock as if such Disqualified Stock or Preferred Stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or Preferred Stock, such fair market value shall be determined reasonably and in good faith by the Company.

*Contingent Obligations* means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (the *primary obligations*) of any other Person (the *primary obligor*) in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent,



(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

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(2) to advance or supply funds:

(A) for the purchase or payment of any such primary obligation, or

(B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

*Controlled Investment Affiliate* means, as to any Person, any other Person which directly or indirectly is in control of, is controlled by, or is under common control with such Person and is organized by such Person (or any Person controlling such Person) primarily for making direct or indirect equity or debt investments in the Company and/or other companies.

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

*Designated Business* means the operations and/or assets comprising one or more lines of business or similar internal business unit of the Company and/or its Subsidiaries (including but not limited to all assets used in or reasonably related to such business, Equity Interests of any Subsidiary owning or operating any such business and cash and Cash Equivalents that are incidental to such business but excluding any other cash and Cash Equivalents) designated in writing by the Company in an Officers Certificate as a Designated Business so long as the sum of the Designated Business EBITDA of such Designated Business plus the Designated Business EBITDA of each other Designated Business previously disposed of pursuant to clause (18) of the second paragraph of the covenant described under Certain Covenants Limitation on Restricted Payments does not account for more than 25% (plus, solely to the extent not included in the EBITDA of the Company and its Restricted Subsidiaries, the Designated Business EBITDA of each Designated Business previously disposed of pursuant to clause (18) of the second paragraph of the covenant described under Certain Covenants Limitation on Restricted Payments ) of the EBITDA of the Company and its Restricted Subsidiaries for the period of four consecutive fiscal quarters most recently ended for which financial statements have been delivered pursuant to the covenant described under Reports and Other Information.

*Designated Business EBITDA* means, with respect to any Designated Business disposed of pursuant to clause (18) of the second paragraph of the covenant described under Certain Covenants Limitation on Restricted Payments, the amount of EBITDA of the Company and its Restricted Subsidiaries for the period of four consecutive fiscal quarters most recently ended for which financial statements have been delivered pursuant to the covenant described under Certain Covenants Reports and Other Information prior to the date of such disposition that is derived from or otherwise attributable to such Designated Business.

*Designated Noncash Consideration* means the fair market value of noncash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers Certificate, setting forth the basis of such valuation, executed by an executive vice president and the principal financial officer of the Company, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

*Designated Preferred Stock* means Preferred Stock of the Company or any parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary or an employee stock ownership

plan or trust established by the Company or any of its Subsidiaries) and is so designated as Designated Preferred Stock pursuant to an Officers Certificate executed by an executive vice president and the principal financial officer of the Company or the applicable parent company thereof, as the case may be, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (c) of the first paragraph under Certain covenants Limitation on Restricted Payments.

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*Disqualified Stock* means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is convertible or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Capital Stock that is not Disqualified Stock), other than as a result of a change of control or asset sale, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, other than as a result of a change of control or asset sale, in whole or in part, in each case prior to the date that is 91 days after the earlier of the maturity date of the Notes and the date the Notes are no longer outstanding; provided that if such Capital Stock is issued to any plan for the benefit of employees of the Company or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided, further, that any Capital Stock held by any future, current or former employee, director, manager or consultant (or their respective trusts, estates, investment funds, investment vehicles or Immediate Family Members), of the Company, any of its subsidiaries, any of its direct or indirect parent companies or any other entity in which the Company or a Restricted Subsidiary has an Investment and is designated in good faith as an affiliate by the Board of Directors of the Company (or the Compensation Committee thereof), in each case pursuant to any stockholders agreement management equity plan or stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its subsidiaries.

*Domestic Subsidiary* means, with respect to any Person, any Restricted Subsidiary of such Person other than (i) a Foreign Subsidiary or (ii) a Subsidiary of a Foreign Subsidiary.

*EBITDA* means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period;

(1) increased by (without duplication):

(a) provision for taxes based on income or profits, plus franchise or similar taxes, of such Person for such period deducted (and not added back) in computing Consolidated Net Income in such period; *plus*

(b) consolidated Fixed Charges of such Person for such period to the extent the same was deducted (and not added back) in calculating Consolidated Net Income in such period; *plus*

(c) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent such depreciation and amortization were deducted (and not added back) in computing Consolidated Net Income in such period; *plus*

(d) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence of indebtedness permitted to be incurred by the Indenture including a refinancing thereof (whether or not successful) and any amendment or modification to the terms of any such transactions, including such fees, expenses or charges related to the Transactions, in each case, deducted (and not added back) in computing Consolidated Net Income in such period; *plus*

(e) the amount of any restructuring charge or reserve deducted (and not added back) in computing Consolidated Net Income in such period, including any one-time costs incurred in connection with (x) acquisitions after the Issue Date or (y) the closing or consolidation of facilities after the Issue Date; *plus*

(f) any write-offs, write-downs or other noncash charges reducing Consolidated Net Income for such period, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; *plus*

(g) the amount of any minority interest expense deducted (and not added back) in calculating Consolidated Net Income for such period; *plus*

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(h) the amount of management, monitoring, consulting and advisory fees and related expenses paid (or any accruals related to such fees or related expenses) during such period to the Sponsors to the extent permitted under Certain covenants Transactions with Affiliates ; *plus*

(i) the amount of net cost savings projected by the Company in good faith to be realized during such period (calculated on a pro forma basis as though such cost savings had been realized on the first day of such period) in connection with any acquisition or disposition by the Company or a Restricted Subsidiary, net of the amount of actual benefits realized during such period from such actions; *provided* that (x) such cost savings are reasonably identifiable and factually supportable, (y) such actions are taken within 18 months after the Closing Date or the date of such acquisition or disposition and (z) the aggregate amount of cost savings added pursuant to this clause (i) shall not exceed the greater of (A) an amount equal to 5% of EBITDA of the Company and its Restricted Subsidiaries for the period of four consecutive fiscal quarters most recently ended prior to the determination date (without giving effect to any adjustments pursuant to this clause (i)) and (B) \$50.0 million for any four consecutive quarter period (which adjustments may be incremental to pro forma adjustments made pursuant to the second paragraph of the definition of Fixed Charge Coverage Ratio ); *plus*

(j) any costs or expenses incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of issuance of Equity Interests of the Company (other than Disqualified Stock that is Preferred Stock) in each case, solely to the extent that such cash proceeds are excluded from the calculation set forth in clause (c) of the first paragraph under Certain covenants Limitation on Restricted Payments ; *plus*

(k) to the extent covered by insurance and actually reimbursed, or, so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events or business interruption;

(2) decreased by (without duplication) noncash gains increasing Consolidated Net Income of such Person for such period, excluding any noncash gains that represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period (other than such cash charges that have been added back to Consolidated Net Income in calculating EBITDA in accordance with this definition); and

(3) increased (by losses) or decreased (by gains) by (without duplication):

(a) any net noncash gain or loss resulting in such period from Hedging Obligations and the application of Accounting Standards Codification 718;

(b) any net noncash gain or loss resulting in such period from currency translation gains or losses related to currency remeasurements of Indebtedness; and

(c) 50% of the EBITDA of AIM Services Co., Ltd. (calculated without reference to this clause (3)(c) and including a deduction for any unusual gain on any sales of real estate by such entities consummated prior to the Issue Date).

*EMU* means the economic and monetary union contemplated by the Treaty of the European Union.

*Equity Interests* means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

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*Equity Offering* means any public or private sale of common stock or Preferred Stock of the Company or any of its direct or indirect parent companies to the extent contributed to the Company (excluding Disqualified Stock), other than

- (a) public offerings with respect to the Company's or any direct or indirect parent company's common stock registered on Form S-4 or Form S-8;
- (b) any such public or private sale that constitutes an Excluded Contribution; and
- (c) an issuance to any Subsidiary of the Company.

*euro* means the single currency of participating member states of the EMU.

*Exchange Act* means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

*Excluded Contribution* means net cash proceeds, marketable securities or Qualified Proceeds received by the Company after the Issue Date from:

- (a) contributions to its common equity capital (other than from the proceeds of Designated Preferred Stock); and
- (b) the sale (other than to a Subsidiary of the Company or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Company) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Company, in each case designated as Excluded Contributions pursuant to an Officers' Certificate executed by an executive vice president and the principal financial officer of the Company on the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clause
- (c) of the first paragraph under Certain covenants Limitation on Restricted Payments.

*Existing Indebtedness* means all Indebtedness of the Company and its Restricted Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the Issue Date.

*Fixed Charge Coverage Ratio* means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Company or any Restricted Subsidiary incurs, assumes, guarantees, redeems, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility that has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the *Calculation Date*), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee, redemption, retirement or extinguishing of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period (the *reference period*); provided that, for purposes of the foregoing calculation, in the event that the Company shall classify Indebtedness Incurred on the date of determination as incurred in part pursuant to the first paragraph of the covenant described under Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock and/or clause (p) of such covenant (other than by reason of subclause (1)(B) of the proviso to such clause (p)) and in part pursuant to one or more other clauses of the second paragraph of such covenant (as provided in the third paragraph of such covenant), Fixed Charges shall exclude



any Fixed Charges attributable to any such Indebtedness incurred pursuant to one or more such other clauses of such second paragraph, and shall not give effect to any repayment, repurchase, redemption, defeasance or other acquisition, retirement or discharge of Indebtedness from the proceeds thereof.

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For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (as determined in accordance with GAAP) that have been made by the Company or any Restricted Subsidiary during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and disposed operations (and the change in any associated fixed charges and the change in EBITDA resulting therefrom) had occurred on the first day of the reference period. If since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, acquisition, disposition, merger, consolidation or disposed operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the reference period.

For purposes of this definition, whenever *pro forma* effect is to be given to a transaction, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Company. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Company may designate.

*Fixed Charges* means, with respect to any Person for any period, the sum of:

- (a) Consolidated Interest Expense of such Person for such period;
- (b) all cash dividend payments or other distributions (excluding items eliminated in consolidation) on any series of Preferred Stock (including any dividends paid to any direct or indirect parent company of the Company in order to permit the payment of dividends by such parent company on its Designated Preferred Stock) during such period; and
- (c) all cash dividend payments or other distributions (excluding items eliminated in consolidation) on any series of Disqualified Stock made during such period.

*Foreign Subsidiary* means, with respect to any Person, any Restricted Subsidiary of such Person that is not organized or existing under the laws of the United States of America, any state thereof or the District of Columbia.

*Foreign Subsidiary Total Assets* means the total amount of all assets of Foreign Subsidiaries of the Company and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the Company.

*GAAP* means generally accepted accounting principles in the United States of America that are in effect on the Issue Date.

*Government Securities* means securities that are:

(a) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

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(b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

*guarantee* means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations, and, when used as a verb, shall have a corresponding meaning.

*Guarantee* means the guarantee by any Guarantor of the Company's Obligations under the Indenture and the Notes.

*Guarantor* means each Restricted Subsidiary of the Company that executes the Indenture as a guarantor on the Issue Date and each other Restricted Subsidiary of the Company that thereafter guarantees the Notes pursuant to the terms of the Indenture.

*Hedging Obligations* means, with respect to any Person, the obligations of such Person under currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements and other agreements or arrangements, in each case designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

*Holdco Notes* mean the 8.625%/9.375% senior notes due 2016 issued by Parent.

*Holder* means the Person in whose name a Note is registered on the registrar's books.

*Immediate Family Members* means with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

*Indebtedness* means, with respect to any Person,

(a) any indebtedness (including principal and premium) of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without double counting, reimbursement agreements in respect thereof);

(3) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except any such balance that constitutes a trade payable or similar obligation to a trade creditor, in each

case accrued in the ordinary course of business; or

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(4) representing any Hedging Obligations,

if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(b) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the obligations of the type referred to in clause (a) of a third Person (whether or not such items would appear upon the balance sheet of such obligor or guarantor), other than by endorsement of negotiable instruments for collection in the ordinary course of business;

(c) to the extent not otherwise included, the obligations of the type referred to in clause (a) of a third Person secured by a Lien on any asset owned by such first Person, whether or not such obligations are assumed by such first Person and whether or not such obligations would appear upon the balance sheet of such Person; *provided* that the amount of such Indebtedness will be the lesser of the fair market value of such asset at the date of determination and the amount of Indebtedness so secured; and

(d) Attributable Debt in respect of Sale and Lease-Back Transactions; *provided, however*, that notwithstanding the foregoing, Indebtedness will be deemed not to include (A) Contingent Obligations incurred in the ordinary course of business and (B) Obligations under, or in respect of, Receivables Facility.

*Independent Financial Advisor* means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing that is, in the good faith judgment of the Company, qualified to perform the task for which it has been engaged and that is independent from the Company and its Affiliates.

*Initial Purchasers* means Goldman, Sachs & Co., J.P. Morgan Securities LLC, Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Wells Fargo Securities, LLC, PNC Capital Markets LLC, Rabo Securities USA Inc., Santander Investment Securities Inc. and SMBC Nikko Capital Markets Limited.

*Investment Grade Rating* means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

*Investment Grade Securities* means:

(1) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality thereof (other than Cash Equivalents);

(2) debt securities or debt instruments with a rating of BBB- or higher by S&P or Baa3 or higher by Moody's or the equivalent of such rating by such rating organization, or, if no rating of S&P or Moody's then exists, the equivalent of such rating by any other nationally recognized securities rating agency, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2), which fund may also hold immaterial amounts of cash pending investment or distribution; and

(4) corresponding instruments in countries other than the United States of America customarily utilized for high quality investments.

*Investments* means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (including by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others, but excluding accounts receivable, trade credit, advances to customers, commission, travel and similar

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advances to officers and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of Unrestricted Subsidiary and the covenant described under Certain covenants Limitation on Restricted Payments :

(1) Investments shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided* that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent Investment in an Unrestricted Subsidiary in an amount (if positive) equal to:

(x) the Company's Investment in such Subsidiary at the time of such redesignation, less

(y) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Company.

For the avoidance of doubt, a guarantee by a specified Person of the obligations of another Person (the *primary obligor*) shall be deemed to be an Investment by such specified Person in the primary obligor to the extent of such guarantee except that any guarantee by the Company or any Guarantor of the obligations of a primary obligor in favor of the Company or any Guarantor shall be deemed to be an Investment by the Company or any Guarantor in the Company or any Guarantor.

*Issue Date* means March 7, 2013.

*Legal Holiday* means a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York.

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

*Management Stockholders* means the members of management (and their Controlled Investment Affiliates and Immediate Family Members) of the Company (or its direct parent) who are holders of Equity Interests of any direct or indirect parent companies of the Company on the Issue Date.

*Merger* means the merger of RMK Acquisition Corporation with and into the Company pursuant to the Merger Agreement.

*Merger Agreement* means the Agreement and Plan of Merger by and among RMK Acquisition Corporation, RMK Finance LLC and the Company, dated August 8, 2006.



*Merger Transactions* means the Merger, together with the financing and other transactions incidental thereto.

*Moody's* means Moody's Investors Service, Inc. and any successor to its rating agency business.

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*Net Income* means, with respect to any Person, the net income (loss) attributable to such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

*Net Proceeds* means the aggregate cash proceeds received by the Company or any Restricted Subsidiary in respect of any Asset Sale, including any cash received upon the sale or other disposition of any Designated Noncash Consideration received in any Asset Sale, net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Noncash Consideration, including legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and interest on Indebtedness required (other than by clause (1) of the second paragraph of Repurchase at the option of Holders Asset Sales ) to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Company as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Company after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

*Notes* means the Notes.

*Obligations* means any principal (including reimbursement obligations with respect to letters of credit whether or not drawn), interest (including, to the extent legally permitted, all interest accrued thereon after the commencement of any insolvency or liquidation proceeding at the rate, including any applicable post-default rate, specified in the applicable agreement), premium (if any), guarantees of payment, penalties, fees, indemnifications, reimbursements, expenses, damages and other liabilities payable under the documentation governing any Indebtedness; *provided* that Obligations with respect to the Notes shall not include fees or indemnification in favor of the Trustee and any other third parties other than the Holders.

*Officer* means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of the Company.

*Officers Certificate* means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements set forth in the Indenture.

*Permitted Asset Swap* means the concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person that is not the Company or any of its Restricted Subsidiaries; *provided* that any cash or Cash Equivalents received must be applied in accordance with the covenant described under Repurchase at the option of Holders Asset Sales.

*Permitted Holders* means each of the Sponsors, the Co-Investors and Management Stockholders and any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) of which any of the foregoing are members; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, the Sponsors, the Co-Investors and Management Stockholders, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Company or any of its direct or indirect parent companies. Any Person or group whose acquisition of beneficial ownership constitutes a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

*Permitted Investments* means:

- (a) any Investment in the Company or any Restricted Subsidiary;

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(b) any Investment in cash and Cash Equivalents or Investment Grade Securities;

(c) (i) any Investment by the Company or any Restricted Subsidiary of the Company in a Person that is engaged in a Similar Business if as a result of such Investment:

(1) such Person becomes a Restricted Subsidiary of the Company, or

(2) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company, and (ii) any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation or transfer;

(d) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the provisions of the covenant described under Repurchase at the option of Holders Asset Sales or any other disposition of assets not constituting an Asset Sale;

(e) any Investment existing on the Issue Date or made pursuant to legally binding written commitments in existence on the Issue Date;

(f) loans and advances to, and guarantees of Indebtedness of, employees not in excess of \$15.0 million outstanding at any one time, in the aggregate;

(g) any Investment acquired by the Company or any Restricted Subsidiary:

(1) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Person in which such other Investment is made or which is the obligor with respect to such accounts receivable,

(2) in satisfaction of judgments against other Persons, or

(3) as a result of a foreclosure by the Company or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(h) Hedging Obligations permitted under clause (l) of the covenant described in Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock ;

(i) loans and advances to officers, directors and employees for business-related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business or consistent with past practice or to fund such Person's purchase of Equity Interests of the Company or any direct or indirect parent company thereof under compensation plans approved by the Board of Directors of the Company (or the Compensation Committee thereof) in good faith; *provided* that to the extent that the net proceeds of any such purchase are made to any direct or indirect parent of the Company, such net proceeds are contributed to the Company;

(j) Investments the payment for which consists of Equity Interests of the Company, or any of its direct or indirect parent companies (exclusive of Disqualified Stock); *provided* that such Equity Interests will not increase the amount available for Restricted Payments under clause (c) of the first paragraph under the covenant described in Certain covenants Limitation on Restricted Payments ;

(k) guarantees of Indebtedness permitted under the covenant described in Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock, performance guarantees in the ordinary course of business and guarantees of the Company or any Restricted Subsidiary to any employee benefit plan of the Company and its Restricted Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary of any such plan;

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(l) any transaction to the extent it constitutes an investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under **Certain covenants Transactions with Affiliates** (except transactions described in clauses (2), (6) and (11) of such paragraph);

(m) Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment or the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(n) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (n) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash or marketable securities), not to exceed the greater of (x) \$500.0 million and (y) 5.0% of Total Assets at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided* that the aggregate fair market value of Investments (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) in Unrestricted Subsidiaries under this clause (n) shall not exceed the greater of (x) \$250.0 million and (y) 2.5% of Total Assets;

(o) Investments relating to a Receivables Facility;

(p) Investments in, and solely to the extent contemplated by the organizational documents (as in existence on the Issue Date) of, joint ventures to which the Company or its Restricted Subsidiaries is a party on the Issue Date;

(q) Investments consisting of purchases and acquisition of assets or services in the ordinary course of business; and

(r) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts.

*Permitted Liens* means, with respect to any Person:

(1) Liens to secure Indebtedness incurred under clause (a) of the second paragraph of the covenant described under **Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock** (and any related Obligations);

(2) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits to secure bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;

(3) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens, in each case, for sums not yet overdue for a period of more than 30 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP;

(4) Liens for taxes, assessments or other governmental charges or claims not yet overdue for a period of more than 30 days or payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person

in accordance with GAAP;

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(5) Liens in favor of issuers of performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties, in each case, which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(7) Liens existing on the Issue Date;

(8) Liens on property or shares of stock of a Person at the time such Person becomes a Subsidiary; provided that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided, further*, that such Liens may not extend to any other property owned by the Company or any Restricted Subsidiary;

(9) Liens on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; *provided* that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition; *provided, further*, that the Liens may not extend to any other property owned by the Company or any Restricted Subsidiary;

(10) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary permitted to be incurred in accordance with the covenant described under **Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock** ;

(11) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(12) leases, subleases, licenses or sublicenses granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the Company or any of the Restricted Subsidiaries and do not secure any Indebtedness;

(13) Liens arising from financing statement filings under the Uniform Commercial Code or similar state laws regarding operating leases entered into by the Company and its Restricted Subsidiaries in the ordinary course of business;

(14) Liens in favor of the Company or any Guarantor;

(15) Liens on inventory or equipment of the Company or any Restricted Subsidiary granted in the ordinary course of business to the Company's client at which such inventory or equipment is located;

(16) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility;

(17) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien



referred to in the foregoing clauses (7), (8) and (9) and the following clause (18); *provided* that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (y) the Indebtedness secured by such Lien at such time is not increased to

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any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (7), (8), (9) and the following clause (18) at the time the original Lien became a Permitted Lien under the Indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(18) Liens securing Indebtedness permitted to be incurred pursuant to clauses (f), (s), (t) and (v)(i) of the second paragraph under **Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock** ; *provided* that (A) Liens securing Indebtedness permitted to be incurred pursuant to clause (s) are solely on acquired property or the assets of the acquired entity, as the case may be, and (B) Liens securing Indebtedness permitted to be incurred pursuant to clause (t) extend only to the assets of Foreign Subsidiaries;

(19) deposits in the ordinary course of business to secure liability to insurance carriers;

(20) Liens securing judgments for the payment of money not constituting an Event of Default under clause (5) under the caption **Events of Default and remedies**, so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(21) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(22) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code or any comparable or successor provision, on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(23) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Company or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any of its Restricted Subsidiaries in the ordinary course of business;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens deemed to exist in connection with Investments in repurchase agreements permitted under **Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock** ; *provided* that such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreements;

(26) other Liens securing obligations incurred in the ordinary course of business which obligations do not exceed the greater of (x) \$100.0 million and (y) 1.0% of Total Assets at any one time outstanding;

(27) Liens securing Hedging Obligations; provided that to the extent any such Hedging Obligation is related to any Indebtedness, such related Indebtedness is, and is permitted to be under the Indenture, secured by a Lien on the same property securing such Hedging Obligation;

(28) Liens incurred to secure Obligations in respect of any Indebtedness permitted to be incurred pursuant to the covenant described under Certain covenants Limitation on Incurrence of Indebtedness and Issuance of

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Disqualified Stock and Preferred Stock ; *provided that*, at the time of incurrence and after giving pro forma effect thereto, the Consolidated Secured Debt Ratio would be no greater than 4.50:1.0; *provided further* that, for purposes of calculating the Consolidated Secured Debt Ratio pursuant to this clause, the total amount of Indebtedness permitted to be incurred pursuant to clause (1) of the second paragraph under Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock shall be deemed to be outstanding and secured by Liens;

(29) Liens securing the Notes and the Guarantees; and

(30) Liens securing Indebtedness permitted by clause (y) of the second paragraph of the covenant described under Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock encumbering the assets of a Designated Business, which Liens do not attach to the assets of the Company or any of its Restricted Subsidiaries other than those of any Restricted Subsidiary included in such Designated Business.

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

*Preferred Stock* means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

*Qualified Proceeds* means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; provided that the fair market value of any such assets or Capital Stock shall be determined by the Company in good faith.

*Rating Agencies* means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody's or S&P or both, as the case may be.

*Receivables Facility* means the receivables facility established for Aramark Receivables, LLC pursuant to the amended and restated Receivables Purchase Agreement dated as of the January 26, 2007 among Aramark Receivables, LLC and the other parties thereto, as amended, supplemented, modified, extended, renewed, restated, refunded, replaced or refinanced from time to time, the Indebtedness of which is non-recourse (except for standard representations, warranties, covenants and indemnities made in connection with such facilities) to the Company and its Restricted Subsidiaries pursuant to which the Company or any of its Restricted Subsidiaries (other than Receivables Subsidiaries) sells its accounts receivable to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Restricted Subsidiary.

*Receivables Fees* means distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

*Receivables Subsidiary* means any Subsidiary formed solely for the purpose of engaging, and that engages only, in one or more Receivables Facilities.

*Registration Rights Agreement* means the Registration Rights Agreement dated as of the Issue Date, among the Company, the Guarantors and the Initial Purchasers.

*Related Business Assets* means assets (other than cash or Cash Equivalents) used or useful in a Similar Business; *provided* that any assets received by the Company or a Restricted Subsidiary in exchange for assets transferred by the Company or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

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*Restricted Investment* means an Investment other than a Permitted Investment.

*Restricted Subsidiary* means, at any time, any direct or indirect Subsidiary of the Company (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; provided that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of Restricted Subsidiary.

*S&P* means Standard and Poor's, a division of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

*Sale and Lease-Back Transaction* means any arrangement with any Person providing for the leasing by the Company or any Restricted Subsidiary of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person in contemplation of such leasing.

*SEC* means the Securities and Exchange Commission.

*Secured Indebtedness* means any Indebtedness secured by a Lien.

*Securities Act* means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

*Senior Credit Facilities* means the credit facilities provided under the senior secured credit agreement, dated as of January 26, 2007, as amended and restated as of March 26, 2010, as amended by Amendment Agreement No. 1 dated as of April 18, 2011, as amended by Amendment Agreement No. 2 dated as of February 29, 2012, as amended by Amendment Agreement No. 3 dated as of December 20, 2012 and as may be further amended pursuant to the Transactions, among the Company, the other borrowers party thereto, the guarantors party thereto, the lenders party thereto in their capacity as lenders and JPMorgan Chase Bank, N.A., as Administrative Agent, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, replacements, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that extend, replace, refund, refinance, renew or defease any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted under Certain covenants Limitation on incurrence of Indebtedness and issuance of Disqualified Stock and Preferred Stock above).

*Senior Indebtedness* means with respect to any Person:

- (1) all Indebtedness of such Person, whether outstanding on the Issue Date or thereafter incurred; and
- (2) all other Obligations of such Person (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of Indebtedness described in clause (1) above unless, in the case of clauses (1) and (2), the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such Indebtedness or other Obligations are subordinate in right of payment to the Notes or the Guarantee of such Person, as the case may be; *provided* that Senior Indebtedness shall not include:

- (1) any obligation of such Person to the Company or any Subsidiary or to any joint venture in which the Company or any Restricted Subsidiary has an interest;
- (2) any liability for Federal, state, local or other taxes owed or owing by such Person;

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(3) any accounts payable or other liability to trade creditors in the ordinary course of business (including guarantees thereof as instruments evidencing such liabilities);

(4) any Indebtedness or other Obligations of such Person that is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person; or

(5) that portion of any Indebtedness that at the time of incurrence is incurred in violation of the Indenture.

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

*Similar Business* means any business conducted by the Company and its Restricted Subsidiaries on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

*Sponsors* means GS Capital Partners V Fund, L.P., CCMP Capital Advisors, LLC, J.P. Morgan Partners, LLC, Thomas H. Lee Partners, L.P. and Warburg Pincus LLC and their respective Affiliates.

*Subordinated Indebtedness* means,

(a) with respect to the Company, any Indebtedness of the Company that is by its terms subordinated in right of payment to the Notes,

(b) with respect to any Guarantor, any Indebtedness of such Guarantor that is by its terms subordinated in right of payment to the Guarantee of such Guarantor, and

(c) solely with respect to the covenant described under *Certain covenants Restricted Payments*, the Existing Notes.

*Subsidiary* means, with respect to any Person,

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and

(2) any partnership, joint venture, limited liability company or similar entity of which

(x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(y) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

*Total Assets* means the total amount of all assets of the Company and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the Company.





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*Transactions* means the issuance of the Notes on the Issue Date and the transactions contemplated in respect of the Senior Credit Facilities by Amendment No. 4 to the Senior Credit Facilities dated as of the Issue Date and the application of proceeds therefrom.

*Treasury Rate* means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to March 15, 2015; provided, however, that if the period from the redemption date to March 15, 2015, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

*Trustee* means The Bank of New York Mellon until a successor replaces it and, thereafter, means the successor.

*Unrestricted Subsidiary* means:

- (1) any Subsidiary of the Company that at the time of determination is an Unrestricted Subsidiary (as designated by the Company, as provided below), and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary of the Company (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Company or any Subsidiary of the Company (other than any Subsidiary of the Subsidiary to be so designated); *provided that*

(a) any Unrestricted Subsidiary must be an entity of which shares of the capital stock or other equity interests (including partnership interests) entitled to cast at least a majority of the votes that may be cast by all shares or equity interests having ordinary voting power for the election of directors or other governing body are owned, directly or indirectly, by the Company,

(b) such designation complies with the covenant described under *Certain covenants Limitation on Restricted Payments,* and

(c) each of:

(1) the Subsidiary to be so designated, and

(2) its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any Restricted Subsidiary.

The Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided that*, immediately after giving effect to such designation no Default shall have occurred and be continuing and either:

(1) the Company could incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test described in the first paragraph under *Certain Covenants Limitation on Incurrence of Indebtedness and Issuance of*

Disqualified Stock and Preferred Stock, or

(2) the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries would be greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation.

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Any such designation by the Company shall be notified by the Company to the Trustee by promptly filing with the Trustee a copy of any applicable Board Resolution giving effect to such designation and an Officers Certificate certifying that such designation complied with the foregoing provisions.

*Voting Stock* of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

*Weighted Average Life to Maturity* means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by *dividing*

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

*Wholly Owned Subsidiary* of any Person means a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors qualifying shares) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

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**BOOK-ENTRY; DELIVERY AND FORM**

The notes will be represented by a global note in definitive, fully registered form without interest coupons (collectively, the Global Notes). The Global Notes will be deposited with the Trustee as custodian for The Depository Trust Company (DTC) and registered in the name of a nominee of DTC.

Except in the limited circumstances described below, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of certificated notes. Transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC, Euroclear and Clearstream, Luxembourg and their respective direct or indirect participants, which rules and procedures may change from time to time.

***Global Notes***

The following description of DTC, Euroclear and Clearstream, Luxembourg is based on our understanding of their current operations and procedures. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. We take no responsibility for these operations and procedures and urge investors to contact the systems or their participants directly to discuss these matters.

Upon the issuance of the notes, DTC will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by such Global Notes to the accounts of persons who have accounts with such depository. Ownership of beneficial interests in a Global Note will be limited to DTC's participants or persons who hold interests through its participants. Ownership of beneficial interests in the Global Notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants).

As long as DTC, or its nominee, is the registered holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner and holder of the notes represented by such Global Note for all purposes under the indenture and the notes. Unless DTC notifies us that it is unwilling or unable to continue as depository for such Global Note or ceases to be a clearing agency registered under the Exchange Act or (2) an event of default has occurred and is continuing with respect to such note, owners of beneficial interests in such Global Note will not be entitled to have any portions of such Global Note registered in their names, will not receive or be entitled to receive physical delivery of notes in certificated form and will not be considered the owners or holders of such Global Note (or any notes represented thereby) under the indenture or the notes. In addition, no beneficial owners of an interest in a Global Note will be able to transfer that interest except in accordance with DTC's applicable procedures (in addition to those under the indenture).

Investors may hold their interests in the Global Notes directly through DTC, if they are participants in such system, or indirectly through organizations (including Euroclear and Clearstream, Luxembourg) which are participants in such system. All interests in a Global Note may be subject to the procedures and requirements of DTC and/or Euroclear and Clearstream, Luxembourg.

Payments of the principal of and interest on Global Notes will be made to DTC or its nominee as the registered owner thereof. Neither we, the Trustee, DTC nor any of their respective agents will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

We expect that DTC or its nominee, upon receipt of any payment of principal or interest in respect of a Global Note representing any notes held by it or its nominee, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of such Global Note for such notes as shown on the records of DTC or its nominee. We also expect that payments by

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participants to owners of beneficial interests in such Global Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in street name . Such payments will be the responsibility of such participants.

Because DTC can only act on behalf of its participants, who in turn act on behalf of indirect participants and certain banks, the ability of a holder of a beneficial interest in Global Notes to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for such interest. The laws of some countries and some U.S. states require that certain persons take physical delivery of securities in certificated form. Consequently, the ability to transfer beneficial interests in a Global Note to such persons may be limited. Because DTC can act only on behalf of participants, which in turn, act on behalf of indirect participants and certain banks, the ability of a person having a beneficial interest in a Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate evidencing such interest.

Except for trades involving only Euroclear and Clearstream, Luxembourg participants, interests in the Global Notes will trade in DTC's Same-Day Funds Settlement System and secondary market trading activity in such interests will therefore settle in immediately available funds, subject in all cases to the rules and procedures of DTC and its participants. Transfers of interests in Global Notes between participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds.

Subject to compliance with the transfer restrictions applicable to the notes described above, cross-market transfers of beneficial interests in Global Notes between DTC participants, on the one hand, and Euroclear or Clearstream, Luxembourg participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, by its respective depository; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, Luxembourg, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, Luxembourg, as the case may be, will, if the transaction meets its settlement requirements deliver instructions to its respective depository to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to the depositories for Euroclear or Clearstream, Luxembourg.

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

DTC, Euroclear and Clearstream, Luxembourg have advised us that they will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account with DTC or Euroclear or Clearstream, Luxembourg, as the case may be, interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the notes, DTC, Euroclear and Clearstream, Luxembourg reserve the right to exchange the Global Notes for

legended notes in certificated form, and to distribute such notes to their respective participants.



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DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve system, a clearing corporation within the meaning of the Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organizations. Indirect access to the DTC system is available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ( indirect participants ).

Euroclear and Clearstream, Luxembourg have advised us as follows: Euroclear and Clearstream, Luxembourg each hold securities for their account holders and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders, thereby eliminating the need for physical movements of certificates and any risk from lack of simultaneous transfers of securities.

Euroclear and Clearstream, Luxembourg each provide various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deal with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective account holders may settle trades with each other.

Account holders in both Euroclear and Clearstream, Luxembourg are worldwide financial institutions including underwriters, securities brokers and dealers, trust companies and clearing corporations. Indirect access to both Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

An account holder's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under such rules and operating procedures only on behalf of their respective account holders, and have no record of or relationship with persons holding through their respective account holders.

Although DTC, Euroclear and Clearstream, Luxembourg currently follow the foregoing procedures to facilitate transfers of interests in global notes among participants of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to do so, and such procedures may be discontinued or modified at any time. Neither we nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

## ***Certificated Notes***

If any depository is at any time unwilling or unable to continue as a depository for notes for the reasons set forth above under Global Notes, the Company will issue certificates for such notes in definitive, fully registered, non-global form without interest coupons in exchange for the applicable Global Notes. Certificates for notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by DTC, Euroclear, Clearstream, Luxembourg or the Common Depository (in accordance with their customary procedures).

The holder of a non-global note may transfer such note, subject to compliance with the provisions of the applicable legend, by surrendering it at the office or agency maintained by us for such purpose in The City and

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State of New York, which initially will be the office of the Trustee. Upon the transfer, change or replacement of any note bearing a legend, or upon specific request for removal of a legend on a note, we will deliver only notes that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to us such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by us that neither such legend nor any restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act. Before any note in non-global form may be transferred to a person who takes delivery in the form of an interest in any Global Note, the transferor will be required to provide the Trustee with a Restricted Global Note Certificate or a Regulation S Global Note Certificate, as the case may be. Upon transfer or partial redemption of any note, new certificates may be obtained from the Trustee.

Notwithstanding any statement herein, we and the Trustee reserve the right to impose such transfer, certification, exchange or other requirements, and to require such restrictive legends on certificates evidencing notes, as they may determine are necessary to ensure compliance with the securities laws of the United States and any State therein and any other applicable laws or as DTC, Euroclear or Clearstream, Luxembourg may require.

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**CERTAIN UNITED STATES FEDERAL INCOME AND ESTATE TAX CONSEQUENCES**

The following is a summary of certain United States federal income and, in the case of Non-United States Holders (as defined below), estate tax consequences of the ownership of notes as of the date hereof. Except where noted, this summary deals only with notes that are held as capital assets, and does not represent a detailed description of the United States federal income tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws, including if you are:

a dealer in securities or currencies;

a financial institution;

a regulated investment company;

a real estate investment trust;

a tax-exempt organization;

an insurance company;

a person holding the notes as part of a hedging, integrated, conversion or constructive sale transaction or a straddle;

a trader in securities that has elected the mark-to-market method of accounting for your securities;

a person liable for alternative minimum tax;

a partnership or other pass-through entity for United States federal income tax purposes;

a United States Holder (as defined below) whose functional currency is not the U.S. dollar;

a controlled foreign corporation ;

a passive foreign investment company ; or

a United States expatriate.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the Code), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income and estate tax consequences different from those summarized below.

If a partnership holds notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding notes, you should consult your tax advisors.

This summary does not represent a detailed description of the United States federal income and estate tax consequences to you in light of your particular circumstances and does not address the effects of any state, local or non-United States tax laws. **If you are considering the purchase of notes, you should consult your own tax advisors concerning the particular United States federal income and estate tax consequences to you of the ownership of the notes, as well as the consequences to you arising under the laws of any other taxing jurisdiction.**

### **Consequences to United States Holders**

The following is a summary of certain United States federal income tax consequences that will apply to you if you are a United States Holder of notes. Certain consequences to Non-United States Holders of notes, which are beneficial owners of notes (other than partnerships) who are not United States Holders, are described under Consequences to Non-United States Holders below.

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United States Holder means a beneficial owner of a note that is for United States federal income tax purposes:

an individual citizen or resident of the United States;

a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

an estate the income of which is subject to United States federal income taxation regardless of its source; or

a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

### ***Payments of Interest***

Interest on a note will generally be taxable to you as ordinary income at the time it is paid or accrued in accordance with your method of accounting for tax purposes.

### ***Market Discount***

If you purchase a note for an amount that is less than its stated redemption price at maturity, the amount of the difference will be treated as market discount for United States federal income tax purposes, unless that difference is less than a specified de minimis amount. Under the market discount rules, you will be required to treat any principal payment on, or any gain on the sale, exchange, retirement or other disposition of, a note as ordinary income to the extent of the market discount that you have not previously included in income and are treated as having accrued on the note at the time of the payment or disposition.

In addition, you may be required to defer, until the maturity of the note or its earlier disposition in a taxable transaction, the deduction of all or a portion of the interest expense on any indebtedness attributable to the note. You may elect, on a note-by-note basis, to deduct the deferred interest expense in a tax year prior to the year of disposition. You should consult your own tax advisors before making this election.

Any market discount will be considered to accrue ratably during the period from the date of acquisition to the maturity date of the note, unless you elect to accrue on a constant interest method. You may elect to include market discount in income currently as it accrues, on either a ratable or constant interest method, in which case the rule described above regarding deferral of interest deductions will not apply.

### ***Amortizable Bond Premium***

If you purchase a note for an amount in excess of its stated redemption price at maturity, you will be considered to have purchased the note at a premium. You generally may elect to amortize the premium over the remaining term of the note on a constant yield method as an offset to interest when includible in income under your regular accounting method. If you do not elect to amortize bond premium, that premium will decrease the gain or increase the loss you would otherwise recognize on disposition of the note.

***Sale, Exchange and Retirement of Notes***

Your adjusted tax basis in a note will, in general, be your cost for that note, increased by any market discount that you previously included in income, and reduced by any amortized premium. Upon the sale, exchange, retirement or other disposition of a note, you will recognize gain or loss equal to the difference between the amount you realize upon the sale, exchange, retirement or other disposition (less an amount equal to

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any accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income) and the adjusted tax basis of the note. Except as described above with respect to market discount, that gain or loss will be capital gain or loss. Capital gains of individuals derived in respect of capital assets held for more than one year are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

**Consequences to Non-United States Holders**

The following is a summary of certain United States federal income and estate tax consequences that will apply to you if you are a Non-United States Holder of notes.

***United States Federal Withholding Tax***

The 30% United States federal withholding tax will not apply to any payment of interest on the notes under the portfolio interest rule, provided that:

interest paid on the notes is not effectively connected with your conduct of a trade or business in the United States;

you do not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and applicable United States Treasury regulations;

you are not a controlled foreign corporation that is related to us through stock ownership;

you are not a bank whose receipt of interest on the notes is described in section 881(c)(3)(A) of the Code; and

either (a) you provide your name and address on an Internal Revenue Service ( IRS ) Form W-8BEN or W-8BEN-E (or other applicable form), and certify, under penalties of perjury, that you are not a United States person as defined under the Code or (b) you hold your notes through certain foreign intermediaries and satisfy the certification requirements of applicable United States Treasury regulations. Special certification rules apply to Non-United States Holders that are pass-through entities rather than corporations or individuals.

If you cannot satisfy the requirements described above, payments of interest made to you will be subject to the 30% United States federal withholding tax, unless you provide the applicable withholding agent with a properly executed:

IRS Form W-8BEN or W-8BEN-E (or other applicable form) claiming an exemption from or reduction in withholding under the benefit of an applicable income tax treaty; or



IRS Form W-8ECI (or other applicable form) stating that interest paid on the notes is not subject to withholding tax because it is effectively connected with your conduct of a trade or business in the United States (as discussed below under United States Federal Income Tax ).

The 30% United States federal withholding tax generally will not apply to payment of principal or any gain that you realize on the sale, exchange, redemption, retirement or other disposition of a note.

***United States Federal Income Tax***

If you are engaged in a trade or business in the United States and interest on the notes is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment), then you will be subject to United States federal income tax on that interest on a net income basis (although you will be exempt from the 30% United States federal withholding tax, provided the certification requirements discussed above in United States Federal

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Withholding Tax are satisfied) generally in the same manner as if you were a United States person as defined under the Code. In addition, if you are a foreign corporation, you may be subject to a branch profits tax equal to 30% (or lower applicable income tax treaty rate) of such interest, subject to adjustments.

Any gain realized on the disposition of a note generally will not be subject to United States federal income tax unless:

the gain is effectively connected with your conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment); or

you are an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.

### ***United States Federal Estate Tax***

Your estate will not be subject to United States federal estate tax on notes beneficially owned by you at the time of your death, provided that any payment to you on the notes would be eligible for exemption from the 30% United States federal withholding tax under the portfolio interest rule described above under United States Federal Withholding Tax without regard to the statement requirement described in the fifth bullet point of that section.

## **Information Reporting and Backup Withholding**

### ***United States Holders***

In general, information reporting requirements will apply to certain payments of principal and interest paid on notes and to the proceeds of sale of a note paid to you (unless you are an exempt recipient). A backup withholding tax may apply to such payments if you fail to provide a taxpayer identification number or a certification of exempt status, or if you fail to report in full dividend and interest income.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is furnished in a timely manner to the IRS.

### ***Non-United States Holders***

Generally, we must report to the IRS and to you the amount of interest paid to you and the amount of tax, if any, withheld with respect to those payments. Copies of the information returns reporting such interest payments and any withholding may also be made available to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty.

In general, you will not be subject to backup withholding with respect to payments on the notes that we make to you provided that we do not have actual knowledge or reason to know that you are a United States person as defined under the Code, and we have received from you the statement described above in the fifth bullet point under Consequences to Non-United States Holders United States Federal Withholding Tax.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale (including retirement or redemption) of our notes within the United States or conducted through certain United States-related financial intermediaries, unless you certify under penalties of perjury that you are not a United States

person as defined under the Code (and the payor does not have actual knowledge or reason to know that you are a United States person as defined under the Code) or you otherwise establish an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your United States federal income tax liability provided the required information is furnished in a timely manner to the IRS.

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**CERTAIN ERISA CONSIDERATIONS**

The notes may be purchased and held by an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ( ERISA ), or by an individual retirement account or other plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended ( Code ). A fiduciary of an employee benefit plan subject to ERISA must, however, determine that the purchase and holding of a note is consistent with its fiduciary duties under ERISA. The fiduciary of an ERISA plan, as well as any other prospective investor subject to Section 4975 of the Code or any similar law, must also determine that the purchase and holding of notes does not result in a non-exempt prohibited transaction as defined in Section 406 of ERISA or Section 4975 of the Code or any similar transaction under any similar law. Each purchaser and transferee of a note who is subject to Section 406 of ERISA and/or Section 4975 of the Code or any similar law ( Plan Investor ) will be deemed to have represented to us, by its acquisition and holding of the note, that its acquisition and holding of the notes does not constitute or give rise to a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or any similar transaction under any similar law. The sale of any notes to any Plan Investor is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by Plan Investors generally or any particular Plan Investor, or that such an investment is appropriate for Plan Investors generally of any particular Plan Investor (including, without limitation, as to whether such sale is or is not a non-exempt prohibited transaction).

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**PLAN OF DISTRIBUTION**

This prospectus is to be used by Goldman, Sachs & Co. in connection with offers and sales of the notes in market-making transactions effected from time to time.

Goldman, Sachs & Co. may act as principal or agent in such transactions, including as agent for the counterparty when acting as principal or as agent for both counterparties, and may receive compensation in the form of discounts and commissions, including from both counterparties, when it acts as agents for both. Such sales will be made at prevailing market prices at the time of sale, at prices related thereto or at negotiated prices. We will not receive any of the proceeds from such sales.

Goldman, Sachs & Co. is an affiliate of GS Capital Partners and Sanjeev Mehra, Managing Director of Goldman, Sachs & Co. and a member of the board of directors of the Company.

Goldman, Sachs & Co., affiliate of GS Capital Partners, acted as a lead book running manager and a representative of the initial purchasers in connection with the original sale of the notes on March 7, 2013. Goldman, Sachs & Co. was paid \$3.6 million in connection with the offering of the notes. Goldman, Sachs & Co. or its affiliates have also participated in other transactions with the Company. See **Certain Relationships and Related Party Transactions**, and **Director Independence Financing Transactions** in our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 incorporated by reference herein. Goldman, Sachs & Co. and its affiliates currently own, and may from time to time trade, the notes for its own account in connection with its principal activities. Such sales may be made pursuant to this prospectus or otherwise pursuant to an applicable exemption from registration. Additionally, in the future Goldman, Sachs & Co. and its affiliates may, from time to time, own notes as a result of their market-making activities.

Goldman, Sachs & Co. has informed us that it does not intend to confirm sales of the securities to any accounts over which it exercises discretionary authority without the prior specific written approval of such transactions by the customer.

We have been advised by Goldman, Sachs & Co. that subject to applicable laws and regulations it currently intends to make a market in the notes. However, Goldman, Sachs & Co. is not obligated to do so, and any such market-making may be interrupted or discontinued at any time without notice. In addition, such market-making activity will be subject to the limits imposed by the Securities Act and the Exchange Act. We cannot assure you that an active trading market will be sustained. See **Risk Factors Risks related to the notes** Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market for the notes will continue.

Pursuant to registration rights agreements entered into between us and Goldman, Sachs & Co., we have agreed to indemnify Goldman, Sachs & Co. against certain liabilities, including liabilities under the Securities Act.

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**LEGAL MATTERS**

The validity of the notes and related guarantees will be passed upon by Simpson Thacher & Bartlett LLP, New York, New York and Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary of Aramark.

**EXPERTS**

The consolidated financial statements and financial statement schedule of Aramark and subsidiaries as of October 3, 2014 and September 27, 2013, and for each of the fiscal years in the three-year period ended October 3, 2014, have been incorporated herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of AIM SERVICES Co., Ltd. and subsidiaries as of March 31, 2014 and March 31, 2013 and for each of the three years in the period ended March 31, 2014 incorporated in this prospectus by reference from our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 have been audited by Deloitte Touche Tohmatsu LLC, independent auditors, as stated in their report (which report expresses an unqualified opinion and includes explanatory paragraphs relating to (1) that accounting principles generally accepted in Japan vary in certain significant respects from accounting principles generally accepted in the United States of America as discussed in Note 14 to the consolidated financial statements and (2) that the audits also comprehended the translation of Japanese yen amounts into U.S. dollar amounts and such translation has been made in conformity with the basis stated in Note 1 to the consolidated financial statements) appearing herein and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

**INCORPORATION BY REFERENCE**

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

Our Annual Report on Form 10-K for the fiscal year ended October 3, 2014 that we filed with the SEC on December 2, 2014 (including the consolidated financial statements of AIM SERVICES Co., Ltd. filed as Exhibit 99.1 to our Annual report on Form 10-K) and

Our Current Reports on Form 8-K filed with the SEC on November 24, 2014, December 3, 2014 and December 17, 2014.

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

Any statement contained in a document incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any



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

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

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

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

**WHERE YOU CAN FIND MORE INFORMATION**

We have filed with the Securities and Exchange Commission a registration statement on Form S-3 under the Securities Act with respect to the notes offered in this prospectus. This prospectus is a part of the registration statement and does not contain all of the information set forth in the registration statement. For further information about us and the notes, you should refer to the registration statement. This prospectus and any document incorporated by reference into this prospectus summarizes material provisions of contracts and other documents to which we refer you. Since the prospectus may not contain all of the information that you may find important, you should review the full text of these contracts and other documents. We have included or incorporated by reference copies of these documents as exhibits to our registration statement.

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



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**Aramark Services, Inc.**  
**5.75% Senior Notes due 2020**

**Prospectus**

**January 21, 2015**

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**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

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

The registration rights agreement relating to the securities of the registrants being registered hereby provides that Aramark Services, Inc. will bear all expenses in connection with such registration. These expenses include printer expenses and legal and accounting fees in an approximate aggregate amount of \$140,000.

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

(a) Aramark Services, Inc., Aramark, Addison Concessions, Inc., Aramark Cleanroom Services (Puerto Rico) Inc., Aramark Construction Services, Inc., Aramark Executive Management Services USA, Inc., Aramark Food and Support Services Group, Inc., Aramark Healthcare Support Services of the Virgin Islands, Inc., Aramark Japan, Inc., Aramark Marketing Services Group, Inc., Aramark Organizational Services, Inc., Aramark RBI, Inc., Aramark Refreshment Group, Inc., Aramark SCM, Inc., Aramark Senior Notes Company, Aramark Services of Puerto Rico, Inc., Aramark SM Management Services, Inc., Aramark Uniform & Career Apparel Group, Inc., Aramark Uniform Manufacturing Company, Aramark Venue Services, Inc., COHR Holdings, Inc., COHR Inc., Delsac VIII, Inc., D.G. Maren II, Inc., Filterfresh Coffee Service, Inc., GTP Acquisition Co., MPBP Holdings, Inc. and ReMedPar, Inc. are incorporated under the laws of Delaware.

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

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

The amended and restated certificate of incorporation and bylaws of Aramark Services, Inc. and the amended and restated certificate of incorporation and the amended and restated bylaws of Aramark provide that we must indemnify our directors and officers to the fullest extent authorized by the Delaware General Corporation Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment). We will also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery to us of an undertaking, by or on behalf of an indemnified person, to repay all amounts so

advanced if it should be determined ultimately that such person is not entitled to be indemnified under this section or otherwise.

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

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

(b) 1st & Fresh, LLC, Aramark Asia Management, LLC, Aramark Business & Industry, LLC, Aramark Business Center, LLC, Aramark Business Facilities, LLC, Aramark Campus, LLC, Aramark Cleanroom Services, LLC, Aramark Confection LLC, Aramark Construction and Energy Services, LLC, Aramark Correctional Services, LLC, Aramark CTS, LLC, Aramark Educational Group, LLC, Aramark Educational Services, LLC, Aramark Engineering Associates, LLC, Aramark Entertainment, LLC, Aramark Facilities Management, LLC, Aramark Facility Services, LLC, Aramark FHC Business Services, LLC, Aramark FHC Campus Services, LLC, Aramark FHC Correctional Services, LLC, Aramark FHC Healthcare Support Services, LLC, Aramark FHC Refreshment Services, LLC, Aramark FHC School Support Services, LLC, Aramark FHC Services, LLC, Aramark FHC Sports and Entertainment Services, LLC, Aramark FHC, LLC, Aramark Food Service LLC, Aramark FSM, LLC, Aramark Healthcare Support Services, LLC, Aramark Healthcare Technologies, LLC, Aramark/HMS, LLC, Aramark India Holdings LLC, Aramark Industrial Services, LLC, Aramark Management, LLC, Aramark North Carolina Technical Services, LLC, Aramark Processing, LLC, Aramark Qatar, LLC, Aramark Rail Services, LLC, Aramark RAV, LLC, Aramark Refreshment Services, LLC, Aramark Refreshment Services of Tampa, LLC, Aramark Schools Facilities, LLC, Aramark Schools, LLC, Aramark Senior Living Services, LLC, Aramark SMMS LLC, Aramark SMMS Real Estate LLC, Aramark Sports and Entertainment Group, LLC, Aramark Sports and Entertainment Services, LLC, Aramark Sports, LLC, Aramark Sports Facilities, LLC, Aramark Summer Games 1996, LLC, Aramark Togwotee, LLC, Aramark U.S. Offshore Services, LLC, Aramark Uniform & Career Apparel, LLC, Aramark Uniform Services (Baltimore) LLC, Aramark Uniform Services (Carmelo) LLC, Aramark Uniform Services (Matchpoint) LLC, Aramark Uniform Services (Midwest) LLC, Aramark Uniform Services (Texas) LLC, Aramark Uniform Services (Rochester) LLC, Aramark Uniform Services (Santa Ana) LLC, Aramark Uniform Services (Syracuse) LLC, Aramark Uniform Services (West Adams) LLC, Aramark WTC, LLC, Filterfresh Franchise Group, LLC, Fine Host Holdings, LLC, Harrison Conference Associates, LLC, Harry M. Stevens, LLC, Landy Textile Rental Services LLC, Lifeworks Restaurant Group, LLC, New Aramark, LLC and Potomac Coffee, LLC are each limited liability companies organized under the laws of Delaware.

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

In accordance with this provision the operating agreement of Aramark Engineering Associates LLC provides that subject to certain limitations and conditions each Person ( Indemnified Person ) who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ( Proceeding ), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, because the Indemnified Person was or is a Member or an officer of the Company or the Indemnified Person was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member or of an officer of the Company, shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys fees) actually incurred by such Indemnified Person in connection with such Proceeding, provided that the Indemnified Person acted in good faith and in a manner that the Indemnified Person reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he or she reasonably believed to be in or

not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his or her conduct was unlawful.

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

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever. Section 15-110 of the Delaware Limited Partnership Act provides that a partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

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

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

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

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

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

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

(d) Old Time Coffee Co. and Shoreline Operating Company, Inc. are incorporated under the laws of California.

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

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

The articles of incorporation of Shoreline Operating Company, Inc. provides that the corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits of such excess indemnification set forth in Section 204 of the Corporations Code.

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

Under Section 17153 of the California Limited Liability Company Act, except for a breach of duty, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee or agent of the limited liability company, against judgments, settlements, penalties, fines or expenses of any kind incurred as a result of acting in that capacity. A limited liability company shall have the power to purchase and maintain insurance on behalf of any manager, member, officer, employee or agent of the limited liability company against any liability asserted against on incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee or agent of the limited liability company.

The amended and restated operating agreement of Paradise Hornblower, LLC provides that the Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Member is or was a Member, Manager, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, officer, employee or agent, such Member is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an agent ), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Managers shall be authorized, on behalf of the Company, to enter into indemnity agreements from time to time with any Person entitled to be indemnified by the Company hereunder, upon such terms and conditions as the Managers deem appropriate in their business judgment.

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

Section 608.4229 of the Florida Limited Liability Company Act provides that a limited liability company may, and shall have the power to, but shall not be required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Notwithstanding that provision, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, managing member, officer,



employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following: (a) a violation of criminal law, unless the member, manager, managing member, officer, employee, or agent had no reasonable cause to believe

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such conduct was unlawful; (b) a transaction from which the member, manager, managing member, officer, employee, or agent derived an improper personal benefit; (c) in the case of a manager or managing member, a circumstance under which the liability provisions of Section 608-426 are applicable; or (d) willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member.

Section 607.0850 of the Florida Business Corporation Act provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. A Florida corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

(g) Aramark Services Management of HI, Inc. is incorporated under the laws of Hawaii.

Section 414-242 through 246 of the Hawaii Business Corporation Act provides that a corporation may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if: the individual conducted the individual's self in good faith and the individual reasonably believed: (i) in the case of conduct of official capacity, that the individual's conduct was in the best interests of the corporation; and (ii) in all other cases, that the individual's conduct was at least not opposed to the best interests of the corporation; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. Notwithstanding the foregoing, a corporation may not indemnify a director (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (b) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director. Furthermore, a corporation must indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

(h) Aramark Kitty Hawk, Inc. is incorporated under the laws of Idaho.

Under Sections 30-1-851 and 30-1-852 of the Idaho Business Corporation Act, an Idaho corporation: (1) shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding; (2) may indemnify an individual who is a party to a proceeding because he is a director against

liability incurred in the proceeding if the officer or director conducted himself in good faith and reasonably believed, in the case of conduct in his official capacity, that his conduct was in the best interests of the corporation, and in all cases, that his conduct was at least not opposed to the best

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interests of the corporation; and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or he engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation, as authorized by section 30-1-202(2)(e), Idaho Code; and (3) may indemnify and advance expenses under this part to an officer of the corporation who is a party to a proceeding because he is an officer of the corporation to the same extent as a director; and if he is an officer but not a director, to such further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors, or contract except for liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding; or liability arising out of conduct that constitutes receipt by him of a financial benefit to which he is not entitled, an intentional infliction of harm on the corporation or the shareholders, or an intentional violation of criminal law.

(i) Aramark Distribution Services, Inc., Aramark Services Management of IL, Inc. and Harrison Conference Center of Lake Bluff, Inc. are each incorporated under the laws of Illinois.

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

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

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

(j) Aramark Facility Management Corporation of Iowa is incorporated under the laws of Iowa.

Sections 851 and 856 of the Iowa Business Corporation Act (the IBCA ) provides that a corporation has the power to indemnify its directors and officers against liabilities and expenses incurred by reason of such person serving in the capacity of director or officer, if such person has acted in good faith and in a manner reasonably believed by the individual to be in or not opposed to the best interests of the corporation, and in any

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criminal proceeding if such person had no reasonable cause to believe that his or her conduct was unlawful. The foregoing indemnity provisions notwithstanding, in the case of actions brought by or in the right of the corporation, no indemnification shall be made to such director or officer with respect to any matter as to which such individual has been adjudged to be liable to the corporation on the basis that the director received a financial benefit to which the director was now entitled, whether or not involving action in the director's official capacity.

(k) Aramark FHC Kansas, Inc., Aramark Food Service Corporation of Kansas and Aramark Services of Kansas, Inc. are incorporated under the laws of Kansas.

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

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

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

(l) Harrison Conference Services of Massachusetts, LLC and Harrison Conference Services of Wellesley, LLC are each limited liability companies organized under the laws of Massachusetts.

Section 8 of the Massachusetts Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Such indemnification may include payment by the limited liability company of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under this section which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any such indemnification may be provided

although the person to be indemnified is no longer a member or manager.

No indemnification shall be provided for any person with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the limited liability company.

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The certificate of organization or a written operating agreement may eliminate or limit the personal liability of a member or manager for breach of any duty to the limited liability company or to another member or manager.

(m) Aramark Services Management of MI, Inc. and Restaura, Inc. are each incorporated under the laws of Michigan.

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

(n) Genesis Technology Partners, LLC is a limited liability company organized under the laws of Nebraska.

Sections 21-110(f) and 21-137 of the Nebraska Uniform Limited Liability Company Act gives Nebraska limited liability companies broad powers to indemnify any member or manager or former member or manager against any debt, obligation, or other liability, except for breaches of duties and other matters set forth in the Nebraska Uniform Limited Liability Company Act.

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

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

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



competent jurisdiction determines upon application that in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

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

(p) Aramark Services Management of NJ, Inc., Harrison Conference Services of Princeton, Inc. and Harry M. Stevens, Inc. of New Jersey are each incorporated under the state of New Jersey.

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

(q) Harrison Conference Center of Glen Cove, Inc. is incorporated under the laws of New York.

The New York Business Corporation Law ("BCL"), Article 7, Sections 721-726 provide for the indemnification and advancement of expenses to officers and directors. Indemnification and advancement pursuant to the BCL are not exclusive of any other rights an officer or director may be entitled to, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the director personally gained a financial profit or other advantage to which he or she was not legally entitled.

A corporation may indemnify an officer or director, in the case of third party actions, against judgments, fines, amounts paid in settlement and reasonable expenses and, in the case of derivative actions, against amounts paid in settlement and reasonable expenses, provided that the director or officer acted in good faith, for a purpose which he or she reasonably believed to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe his conduct was unlawful. A corporation may obtain indemnification insurance indemnifying itself and its directors and officers.

The articles of incorporation of Harrison Conference Center of Glen Cove, Inc. provides that (a) any person, made a party to an action by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that he, his testator or intestate, is or was a director or officer of the corporation, may be indemnified against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such director or officer is adjudged to have breached his duty to the corporation under Section 717 of the New York Business Corporation Law. (b) The indemnification authorized under paragraph (a) shall in no case include: (1) Amounts paid in settling or

otherwise disposing of a threatened action, or a pending action with or without court approval; or (2) Expenses incurred in defending a threatened action, or a pending action which is settled or otherwise disposed of without court approval.

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Any person, made, or threatened to be made a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether civil or criminal including an action by or in the right of any other corporation of any type or kind, domestic or foreign, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator, or intestate, was a director or officer of the Corporation, or served such other corporation in any capacity, may be indemnified against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in the best interests of the Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

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

Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act permit a corporation to indemnify its directors, officers, employees or agents under either or both a statutory or nonstatutory scheme of indemnification. Under the statutory scheme, a corporation may, with certain exceptions, indemnify a director, officer, employee or agent of the corporation who was, is, or is threatened to be made, a party to any threatened, pending or completed legal action, suit or proceeding, whether civil, criminal, administrative or investigative, because such person is or was a director, officer, agent or employee of the corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. This indemnity may include the obligation to pay any judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan) and reasonable expenses incurred in connection with a proceeding (including counsel fees), but no such indemnification may be granted unless such director, officer, agent or employee conducted himself in good faith, reasonably believed that his conduct in his official capacity with the corporation was in the best interests of the corporation or that in all other cases his conduct at least was not opposed to the corporation's best interests, and in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

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

Sections 55-8-52 and 55-8-56 of the North Carolina Business Corporation Act require a corporation, unless limited by its articles of incorporation, to indemnify a director or officer who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which such director or officer was a party because he is or was a director or officer of the corporation against reasonable expenses incurred in connection with the proceeding. Unless a corporation's articles of incorporation provide otherwise, a director or officer also may apply for and obtain court-ordered indemnification if the court determines that such director or officer is fairly and reasonably entitled to such indemnification as provided in Sections 55-8-54 and 55-8-56. Finally,

Section 55-8-57 of the North Carolina Business Corporation Act provides that a corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation against liability asserted against or incurred by such persons, whether or not the corporation is otherwise authorized by

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the North Carolina Business Corporation Act to indemnify such party.

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The bylaws of the North Carolina Registrant provide, in relevant part, that the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a proceeding), other than a proceeding by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, or employee of the corporation, or is or was serving at the request of the corporation as a director, officer, or employee of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the defense of such proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. Not opposed to the best interest of the corporation shall include actions taken in service to an employee benefit plan that are in the interest of the participants and beneficiaries of the employee benefit plan.

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

Section 57C-3-32 of the North Carolina Limited Liability Company Act provides that the articles of organization or a written operating agreement may eliminate or limit the personal liability of a manager, director, or executive for monetary damages for breach of any duty (provided for in Section 57C-3-22 other than liability under 57C-4-07) as manager, director, or executive and provides for indemnification of a manager, member, director, or executive for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which the member, manager, director, or executive is a party because the person is or was a manager, member, director, or executive.

No provision permitted under this section shall limit, eliminate, or indemnify against the liability of a manager, director, or executive for: (i) acts or omissions that the manager, director, or executive knew at the time of the acts or omissions were clearly in conflict with the interests of the limited liability company, (ii) any transaction from which the manager, director, or executive derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date the provision became effective, except that indemnification may be provided if approved by all the members.

(t) Aramark Services Management of OH, Inc. is incorporated under the laws of Ohio.

Section 1701.13(E) of the Ohio Revised Code sets forth the conditions and limitations governing the indemnification of officers, directors and other persons. Section 1701.13(E) provides that a corporation shall have the power to indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation in as a director, trustee, officer, employee, member, manager, or agent of another corporation domestic or foreign, nonprofit or for profit, a limited liability company or a partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to a criminal proceeding, if he had no reasonable cause to believe his conduct was unlawful.

With respect to a suit by or in the right of the corporation, indemnity may be provided to the foregoing persons under Section 1701.13(E) on a basis similar to that set forth above, except that no indemnity may be provided in respect of certain claims, including any claim, issue or matter as to which such person has been adjudged to be liable to the corporation for negligence or misconduct in performing his or her duty to the corporation unless and to the extent that the Court of Common Pleas or the court in which such action, suit or

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proceeding was brought determines that despite the adjudication of liability but in view of all the circumstances of the case such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. Moreover, Section 1701.13(E) provides for mandatory indemnification of a director, officer, employee or agent of the corporation to the extent that such person has been successful in defense of any such action, suit or proceeding and provides that a corporation shall pay the expenses of an officer or director in defending an action, suit or proceeding upon receipt of an undertaking to repay such amounts if it is ultimately determined that such person is not entitled to be indemnified.

Section 1701.13(E) establishes provisions for determining whether a given person is entitled to indemnification, and also provides that the indemnification provided by or granted under Section 1701.13(E) is not exclusive of any rights to indemnity or advancement of expenses to which such person may be entitled under any articles, regulations, agreement, vote of shareholders or disinterested directors or otherwise.

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

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

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

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

Under Section 1741 of the Pennsylvania Business Corporation Law of 1988 (the "PBCL"), subject to certain limitations, a corporation has the power to indemnify directors, officers and other parties under certain prescribed circumstances against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, to which any of them is a party or threatened to be made a party by reason of his being a representative of the corporation or serving at the request of the corporation as a representative of another



corporation, partnership, joint venture, trust or other enterprise, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

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Expenses incurred by parties in defending any action may be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the party to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation.

(w) Aramark Services Management of SC, Inc. is incorporated under the laws of South Carolina.

Under Sections 33-8-510 and 33-8-520 of the South Carolina Business Corporation Act, a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed: (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interest; and (ii) in all other cases, that his conduct was at least not opposed to its best interest; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

A corporation may not indemnify a director under this section in connection with a proceeding by or in right of the corporation in which the director was adjudged liable to the corporation or in connection with any other proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

Unless limited by its articles of incorporation, a corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding.

(x) Aramark Healthcare Support Services of Texas, Inc. and, Brand Coffee Service, Inc. are incorporated under the laws of Texas.

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

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

Section 8.101 states that (a) An enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102 if it is determined in accordance with Section 8.103 that: (1) the person: (A) acted in good faith; (B) reasonably believed: (i) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests;

and (ii) in any other case, that the person's conduct was not opposed to the enterprise's best interests; and (C) in the case of a criminal proceeding, did not have a reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is

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

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

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

Section 2.20 of the Texas Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its articles of organization or in its regulations, a limited liability company shall have the power to indemnify members and managers, officers and other persons and purchase and maintain liability insurance for such persons.

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

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

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere is not, of itself, determinative that the director did not meet the standard of conduct necessary for indemnification. Notwithstanding the foregoing, a corporation may not indemnify a director if the director was adjudged liable to the corporation in a proceeding by or in the right of a corporation, or on the basis that a personal benefit was improperly received by the director in a proceeding charging improper personal benefit to the director. In addition, Section 8.52 of

the VBCA provides that, unless limited in a corporation's charter, a corporation shall indemnify its directors who are wholly successful, on the merits or otherwise, in the defense of any proceeding to which the directors are parties by reason of their service in those capacities against reasonable expenses incurred in connection with the proceeding.

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(aa) Overall Laundry Services, Inc. incorporated under the laws of Washington.

Sections 23B.08.510 through 23B.08.600 of the Washington Business Corporation Act contain specific provisions relating to the indemnification of directors and officers of Washington corporations. Section 23B.08.510 provides that a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (a) he conducted himself in good faith; and (b) he reasonably believed: (i) in the case of conduct in his official capacity with the limited liability company, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of conduct that was not opposed to the best interests of the corporation.

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

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

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

(bb) Aramark Services Management of WI, Inc., is incorporated under the laws of Wisconsin.

Under Section 180.0851 of the Wisconsin Business Corporation Law, a corporation shall indemnify a director or officer, to the extent such person is successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding, if such person was a party to such proceeding because he or she was a director or officer of the corporation. In all other cases, the corporation shall indemnify a director or officer against liability incurred in a proceeding to which such person was a party because he or she was a director or officer of the corporation, unless liability was incurred because he or she breached or failed to perform a duty owed to the Registrant and such breach or failure to perform constitutes: (i) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit; or (iv) willful misconduct.

Section 180.0858 of the Wisconsin Business Corporation Law provides that subject to certain limitations, the mandatory indemnification provisions do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under the corporation's articles of incorporation or bylaws.

Section 180.0859 of the Wisconsin Business Corporation Law provides that it is the public policy of the State of Wisconsin to require or permit indemnification, allowance of expenses and insurance to the extent

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required or permitted under Sections 180.0850 to 180.0858 of the Wisconsin Business Corporation Law for any liability incurred in connection with a proceeding involving a federal or state statute, rule or regulation regulating the offer, sale or purchase of securities.

(cc) Aramark Capital Asset Services, LLC and Kowalski-Dickow Associates, LLC are each limited liability companies organized under the laws of the state of Wisconsin.

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

**Item 16. Exhibits**

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

**Item 17. Undertakings**

(a) The undersigned registrants hereby undertake:

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

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1993;

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

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

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrants pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.



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

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

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(4) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

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

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

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

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

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

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, or controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of it counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK

By: \*  
 Name: L. Frederick Sutherland  
 Title: Executive Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| Signature               | Capacity   |
|-------------------------|--|
| *                       | Chairman of the Board and Director                     |
| Joseph Neubauer         |  |
| *                       | Chief Executive Officer, President and Director        |
| Eric J. Foss            |  |
| *                       | Executive Vice President, Chief Financial Officer      |
| L. Frederick Sutherland | (Principal Financial Officer)                          |
| *                       | Senior Vice President, Controller and Chief Accounting |
| Joseph Munnelly         | Officer (Principal Accounting Officer)                 |
| *                       | Director   |
| Todd M. Abbrecht        |  |
| *                       | Director   |
| Lawrence T. Babbio, Jr. |  |
| *                       | Director   |
| David A. Barr           |  |

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| <b>Signature</b>        | <b>Capacity</b> |
|-------------------------|-----------------|
| *                       | Director        |
| Leonard S. Coleman, Jr. |                 |
| *                       | Director        |
| Daniel J. Heinrich      |                 |
| *                       | Director        |
| James E. Ksansnak       |                 |
| *                       | Director        |
| Sanjeev Mehra           |                 |
| *                       | Director        |
| Stephen P. Murray       |                 |
| *                       | Director        |
| Stephen Sadove          |                 |

\* By /s/ Harold B. Dichter  
Harold B. Dichter as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES, INC.

By: \*  
 Name: Eric J. Foss  
 Title: Chief Executive Officer and President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| Signature               | Capacity   |
|-------------------------|--|
| *                       | Chief Executive Officer and President                  |
| Eric J. Foss            | (Principal Executive Officer) and Director             |
| *                       | Executive Vice President, Chief Financial Officer      |
| L. Frederick Sutherland | (Principal Financial Officer) and Director             |
| *                       | Senior Vice President, Controller and Chief Accounting |
| Joseph Munnelly         | Officer (Principal Accounting Officer)                 |
| *                       | Chairman of the Board of Directors                     |
| Joseph Neubauer         |  |

\* By /s/ Robert T. Rambo  
 Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

1ST & FRESH, LLC

By: \*

Name: Frank Kiely

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Frank Kiely             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ADDISON CONCESSIONS, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

AMERICAN SNACK & BEVERAGE, LLC

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK AMERICAN FOOD SERVICES, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK ASIA MANAGEMENT, LLC

By: \*

Name: Martin K. Welch

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Martin K. Welch         |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Japan, Inc., the Sole Member   |
| L. Frederick Sutherland | (Principal Financial Officer)                      |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK AVIATION SERVICES LIMITED  
PARTNERSHIP

By: \*  
Name: L. Frederick Sutherland  
Title: President, ARAMARK SMMS LLC,

the General Partner

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Director of Aramark Services, Inc., the Sole Member of |
| L. Frederick Sutherland | Aramark SMMS LLC, the General Partner                  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK BUSINESS & INDUSTRY, LLC

By: \*

Name: Frank Kiely

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Frank Kiely             |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK BUSINESS CENTER, LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)            |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member           |
| L. Frederick Sutherland | (Principal Executive Officer and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK BUSINESS DINING SERVICES OF  
TEXAS, LLC

By: \*  
Name: Frank Kiely  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Frank Kiely             | President (Principal Executive Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the Sole Member<br>(Principal Financial Officer) |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)                                   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK BUSINESS FACILITIES, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)            |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member           |
| L. Frederick Sutherland | (Principal Executive Officer and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CAMPUS, LLC

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and           |
| L. Frederick Sutherland | Principal Financial Officer) and Director of Aramark |
|                         | Services, Inc., the indirect controlling Member      |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CAPITAL ASSET SERVICES, LLC

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Kenneth Sandifer        |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CLEANROOM SERVICES

(PUERTO RICO), INC.

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Brad Drummond           | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CLEANROOM SERVICES, LLC

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | President (Principal Executive Officer)   |
| Brad Drummond           |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Uniform & Career Apparel Group,<br>Inc., the indirect controlling Member (Principal<br>Financial Officer) |
| L. Frederick Sutherland |   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CONFECTION, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CONSTRUCTION AND ENERGY  
SERVICES, LLC

By: \*  
Name: Mark Nelson  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Mark Nelson             | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CONSTRUCTION SERVICES, INC.

By: \*

Name: Mark Nelson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mark Nelson             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CONSUMER DISCOUNT COMPANY

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b> | <b>Capacity</b>   |
|------------------|---|
| *                | Assistant Treasurer and Sole Director (Principal                                    |
| Joseph Munnelly  | Executive Officer, Principal Financial Officer and<br>Principal Accounting Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CORRECTIONAL SERVICES, LLC

By: \*

Name: John Hanner

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| John Hanner             |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK CTS, LLC

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Kenneth Sandifer        |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK DISTRIBUTION SERVICES, INC.

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK EDUCATIONAL GROUP, LLC

By: \*

Name: Mark Nelson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Mark Nelson             |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK EDUCATIONAL SERVICES OF TEXAS,  
LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)                                  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect                                    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer and<br>Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK EDUCATIONAL SERVICES OF  
VERMONT, INC.

By: \*  
Name: Mark Nelson  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Mark Nelson             | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK EDUCATIONAL SERVICES, LLC

By: \*

Name: Mark Nelson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mark Nelson             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK ENGINEERING ASSOCIATES, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b> | <b>Capacity</b>  |
|------------------|--|
| *                | Assistant Treasurer and Director of Aramark SM   |
| Joseph Munnelly  | Management Services, Inc., the Sole Member (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK ENTERTAINMENT, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK EXECUTIVE MANAGEMENT  
SERVICES USA, INC.

By: \*  
Name: L. Frederick Sutherland  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FACILITIES MANAGEMENT, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FACILITY MANAGEMENT  
CORPORATION OF IOWA

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FACILITY SERVICES, LLC

By: \*

Name: Roger W. Peterson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Roger W. Peterson       |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC BUSINESS SERVICES, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer and |
|                         | Principal Financial Officer)                        |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC CAMPUS SERVICES, LLC

By: \*

Name: Mark Nelson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mark Nelson             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC CORRECTIONAL SERVICES, LLC

By: \*

Name: John Hanner

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| John Hanner             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC HEALTHCARE SUPPORT  
SERVICES, LLC

By: \*  
Name: Gary Crompton  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Gary Crompton           | President (Principal Executive Officer)  |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC KANSAS, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC REFRESHMENT SERVICES, LLC

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC SCHOOL SUPPORT SERVICES,  
LLC

By: \*  
Name: Jeffrey Gilliam  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Jeffrey Gilliam         | President (Principal Executive Officer)  |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC SERVICES, LLC

By: \*

Name: Joseph Munnelly

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President and Assistant Treasurer (Principal Executive Officer and Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC SPORTS AND ENTERTAINMENT  
SERVICES, LLC

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FHC, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of the Sole Member (Principal Executive   |
| L. Frederick Sutherland | Officer and Principal Financial Officer)           |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FOOD AND SUPPORT SERVICES  
GROUP, INC.

By: \*  
Name: L. Frederick Sutherland  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer) and Director                      |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FOOD SERVICE CORPORATION OF  
KANSAS

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FOOD SERVICE OF TEXAS, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FOOD SERVICE, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK FSM, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer and |
|                         | Principal Financial Officer)                        |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK HEALTHCARE SUPPORT SERVICES OF TEXAS, INC.

By: \*  
Name: Gary Crompton  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Gary Crompton           | President (Principal Executive Officer)            |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK HEALTHCARE SUPPORT SERVICES OF  
THE VIRGIN ISLANDS, INC.

By: \*  
Name: Gary Crompton  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Gary Crompton           | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK HEALTHCARE SUPPORT SERVICES,  
LLC

By: \*  
Name: Gary Crompton  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Gary Crompton           | President (Principal Executive Officer)  |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)                                   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the Sole Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK HEALTHCARE TECHNOLOGIES, LLC

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK INDIA HOLDINGS LLC

By: \*

Name: Martin K. Welch

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Martin K. Welch         |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK INDUSTRIAL SERVICES, LLC

By: \*

Name: Roger W. Peterson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Roger W. Peterson       |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK JAPAN, INC.

By: \*

Name: Martin K. Welch

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Martin K. Welch         |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK KITTY HAWK, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK MANAGEMENT, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)            |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member           |
| L. Frederick Sutherland | (Principal Executive Officer and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK MARKETING SERVICES GROUP, INC.

By: \*

Name: John Orobono

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| John Orobono            |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK MANAGEMENT SERVICES LIMITED  
PARTNERSHIP

By: \*  
Name: L. Frederick Sutherland  
Title: President, ARAMARK SMMS LLC, the  
General Partner

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

**Signature**

**Capacity**

\*

Director of Aramark Services, Inc., the Sole Member of

L. Frederick Sutherland

ARAMARK SMMS LLC, the General Partner

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK NORTH CAROLINA TECHNICAL  
SERVICES, LLC

By: \*  
Name: Mark Nelson  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Mark Nelson             | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK ORGANIZATIONAL SERVICES, INC.

By: \*

Name: Joseph Munnelly

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| Joseph Munnelly         | Accounting Officer)                                  |
| *                       | Director (Principal Financial Officer)               |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK PROCESSING, LLC

By: \*

Name: Roger W. Peterson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Roger W. Peterson       |   |
| *                       | Director of Aramark Services, Inc., the indirect    |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer and |
|                         | Principal Accounting Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK QATAR, LLC

By: \*

Name: Martin K. Welch

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Martin K. Welch         |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK RAIL SERVICES, LLC

By: \*

Name: Roger W. Peterson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Roger W. Peterson       |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK RAV, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Uniform & Career Apparel   |
| L. Frederick Sutherland | Group, Inc., the indirect controlling Member (Principal Executive Officer and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK RBI, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK REFRESHMENT SERVICES OF TAMPA,  
LLC

By: \*  
Name: Mike Walsh  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Mike Walsh              | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK REFRESHMENT SERVICES, LLC

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Mike Walsh              |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SCHOOLS FACILITIES, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer)               |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the Sole Member              |
| L. Frederick Sutherland | (Principal Executive Officer and<br>Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SCHOOLS, LLC

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer) and Director of Aramark           |
|                         | Services, Inc., the indirect controlling Member      |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SCM, INC.

By: \*

Name: John Orobono

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| John Orobono            |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SENIOR LIVING SERVICES, LLC

By: \*

Name: Gary Crompton

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer)                          |
| Gary Crompton           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer)               |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc.,                              |
| L. Frederick Sutherland | the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SENIOR NOTES COMPANY

By: \*

Name: Joseph Munnelly

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| Joseph Munnelly         | Accounting Officer)                                  |
| *                       | Director (Principal Financial Officer)               |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF HI, INC.

By: \*  
Name: L. Frederick Sutherland  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF IL, INC.

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF MI, INC.

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF NJ, INC.

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF OH,  
INC.

By: \*  
Name: L. Frederick Sutherland  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF SC, INC.

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES MANAGEMENT OF WI, INC.

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal   |
| L. Frederick Sutherland | Financial Officer)                                     |
| *                       | Assistant Treasurer (Principal Accounting Officer) and |
| Joseph Munnelly         | Sole Director  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES OF KANSAS, INC.

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director Principal Executive Officer and           |
| L. Frederick Sutherland | Principal Financial Officer                        |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SERVICES OF PUERTO RICO, INC.

By: \*

Name: Frank Kiely

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Frank Kiely             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SM MANAGEMENT SERVICES, INC.

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer)                                  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SMMS LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer)               |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the Sole Member              |
| L. Frederick Sutherland | (Principal Executive Officer<br>and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SMMS REAL ESTATE LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer)               |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the Sole Member              |
| L. Frederick Sutherland | (Principal Executive Officer<br>and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SPORTS AND ENTERTAINMENT  
GROUP, LLC

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)  |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)                                   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the Sole Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SPORTS AND ENTERTAINMENT  
SERVICES OF TEXAS, LLC

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SPORTS AND ENTERTAINMENT  
SERVICES, LLC

By: \*  
Name: Marc Bruno  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>  |
|------------------------------|--|
| *<br>Marc Bruno              | President (Principal Executive Officer)  |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)   |
| *<br>L. Frederick Sutherland | Director of Aramark Services, Inc., the indirect<br>controlling Member (Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SPORTS FACILITIES, LLC

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer) and Director of Aramark           |
|                         | Services, Inc., the indirect controlling Member      |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SPORTS, LLC

By: \*  
Name: L. Frederick Sutherland  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer) and Director of Aramark Services, |
|                         | Inc., the indirect controlling Member                |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK SUMMER GAMES 1996, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK TECHNICAL SERVICES NORTH  
CAROLINA, INC.

By: \*  
Name: Mark Nelson  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Mark Nelson             | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK TOGWOTEE, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK U.S. OFFSHORE SERVICES, LLC

By: \*

Name: Joseph Munnelly

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | President and Assistant Treasurer (Principal Executive |
| Joseph Munnelly         | Officer and Principal Accounting Officer)              |
| *                       | Director of Aramark Services, Inc., the indirect Sole  |
| L. Frederick Sutherland | Member (Principal Financial Officer)                   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM & CAREER APPAREL  
GROUP, INC.

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Brad Drummond           | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM & CAREER APPAREL, LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the Sole Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM MANUFACTURING  
COMPANY

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>                                    |
|------------------------------|--|
| *<br>Brad Drummond           | President (Principal Executive Officer)            |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer) |
| *<br>L. Frederick Sutherland | Director (Principal Financial Officer)             |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (BALTIMORE),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (CARMELO) LLC

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Uniform & Career Apparel       |
| L. Frederick Sutherland | Group, Inc., the indirect controlling Member       |
|                         | (Principal Financial Officer)                      |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (MATCHPOINT),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (MIDWEST), LLC

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Uniform & Career Apparel       |
| L. Frederick Sutherland | Group, Inc., the indirect controlling Member       |
|                         | (Principal Financial Officer)                      |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (ROCHESTER),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (SANTA ANA),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (SYRACUSE),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (TEXAS), LLC

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Uniform & Career Apparel       |
| L. Frederick Sutherland | Group, Inc., the indirect controlling Member       |
|                         | (Principal Financial Officer)                      |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK UNIFORM SERVICES (WEST ADAMS),  
LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnely          | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member<br>(Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK VENUE SERVICES, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK WTC, LLC

By: \*

Name: Bruce Fears

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Bruce Fears             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK/HMS, LLC

By: \*

Name: Joseph Munnelly

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| Joseph Munnelly         | Accounting Officer)                                  |
| *                       | Director of Aramark Services, Inc., the indirect     |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)     |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

BRAND COFFEE SERVICE, INC.

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

COHR HOLDINGS, INC.

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

COHR INC.

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

D.G. MAREN II, INC.

By: \*

Name: Mark Nelson

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mark Nelson             |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

DELSAC VIII, INC.

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

FILTERFRESH COFFEE SERVICE, INC.

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

FILTERFRESH FRANCHISE GROUP, LLC

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

FINE HOST HOLDINGS, LLC

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer and |
|                         | Principal Financial Officer)                        |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

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GENESIS TECHNOLOGY PARTNERS, LLC

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

GTP ACQUISITION CO.

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE ASSOCIATES, LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>  |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer)               |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the Sole Member              |
| L. Frederick Sutherland | (Principal Executive Officer and<br>Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

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HARRISON CONFERENCE CENTER OF GLEN  
COVE, INC.

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Executive Officer              |
| L. Frederick Sutherland | and Principal Financial Officer)                   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE CENTER OF LAKE  
BLUFF, INC.

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Executive Officer              |
| L. Frederick Sutherland | and Principal Financial Officer)                   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE SERVICES OF  
MASSACHUSETTS, LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)                                  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect                                    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer<br>and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE SERVICES OF NORTH  
CAROLINA, LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)                                  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect                                    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer<br>and Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE SERVICES CENTER OF  
PRINCETON, INC.

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Executive Officer and          |
| L. Frederick Sutherland | Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRISON CONFERENCE CENTER OF  
WELLESLEY, LLC

By: \*  
Name: Joseph Munnelly  
Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)                                  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the indirect                                    |
| L. Frederick Sutherland | controlling Member (Principal Executive Officer and<br>Principal Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRY M. STEVENS, INC. OF NEW JERSEY

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRY M. STEVENS, INC. OF PENN.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

HARRY M. STEVENS, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

KOWALSKI-DICKOW ASSOCIATES, LLC

By: \*

Name: Gary Crompton

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Gary Crompton           |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

L&N UNIFORM SUPPLY, LLC

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>   |
|-------------------------|---|
| *                       | President (Principal Executive Officer)                                       |
| Brad Drummond           |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)                            |
| Joseph Munnelly         |   |
| *                       | Director of ARAMARK Uniform & Career Apparel                                  |
| L. Frederick Sutherland | Group, Inc., the indirect controlling Member (Principal<br>Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

LAKE TAHOE CRUISES, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

LANDY TEXTILE RENTAL SERVICES, LLC

By: \*  
Name: Brad Drummond  
Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>             | <b>Capacity</b>   |
|------------------------------|---|
| *<br>Brad Drummond           | President (Principal Executive Officer)   |
| *<br>Joseph Munnelly         | Assistant Treasurer (Principal Accounting Officer)  |
| *<br>L. Frederick Sutherland | Director of Aramark Uniform & Career Apparel<br>Group, Inc., the indirect controlling Member (Principal<br>Financial Officer) |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

LIFEWORKS RESTAURANT GROUP, LLC

By: \*

Name: Frank Kiely

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | President (Principal Executive Officer)             |
| Frank Kiely             |   |
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director of Aramark Services, Inc., the Sole Member |
| L. Frederick Sutherland | (Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

MPBP HOLDINGS, INC.

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

MYASSISTANT, INC.

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                     |
|-------------------------|---|
| *                       | Assistant Treasurer (Principal Accounting Officer)  |
| Joseph Munnelly         |   |
| *                       | Director (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer)                                  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

NEW ARAMARK LLC

By: \*

Name: L. Frederick Sutherland

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                      |
|-------------------------|--|
| *                       | President (Principal Executive Officer and Principal |
| L. Frederick Sutherland | Financial Officer)                                   |
| *                       | Assistant Treasurer (Principal Accounting Officer)   |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the Sole Member  |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

OLD TIME COFFEE CO.

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

OVERALL LAUNDRY SERVICES, INC.

By: \*

Name: Brad Drummond

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Brad Drummond           |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

PARADISE HORNBLOWER, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

POTOMAC COFFEE, LLC

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact



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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

REMEDPAR, INC.

By: \*

Name: Kenneth Sandifer

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Kenneth Sandifer        |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

RESTAURA, INC.

By: \*

Name: Joseph Munnelly

Title: Assistant Treasurer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Executive Officer and          |
| L. Frederick Sutherland | Principal Financial Officer)                       |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

SHORELINE OPERATING COMPANY, INC.

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

TAHOE ROCKET LP

By: /s/ Joseph Munnelly  
 Name: Joseph Munnelly  
 Title: Assistant Treasurer, Aramark Sports

and Entertainment Services, LLC, the General Partner

**POWER OF ATTORNEY**

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

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and power of attorney have been signed by the following persons in the capacities indicated on January 21, 2015.

| Signature                                  | Capacity  |
|--|---|
| /s/ Joseph Munnelly<br><br>Joseph Munnelly | Assistant Treasurer, Aramark Sports and Entertainment Services, LLC,<br>the General Partner   |
| *<br><br>L. Frederick Sutherland           | Director of ARAMARK Corporation, the indirect controlling Member of<br>ARAMARK Sports and Entertainment Services, LLC, the General<br>Partner |

\* By /s/ Robert T. Rambo  
 Robert T. Rambo as Attorney-in-Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

TRAVEL SYSTEMS, LLC

By: \*

Name: Marc Bruno

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Marc Bruno              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director of Aramark Services, Inc., the indirect   |
| L. Frederick Sutherland | controlling Member (Principal Financial Officer)   |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Philadelphia, Commonwealth of Pennsylvania, on January 21, 2015.

ARAMARK REFRESHMENT GROUP, INC.

By: \*

Name: Mike Walsh

Title: President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on January 21, 2015.

| <b>Signature</b>        | <b>Capacity</b>                                    |
|-------------------------|--|
| *                       | President (Principal Executive Officer)            |
| Mike Walsh              |  |
| *                       | Assistant Treasurer (Principal Accounting Officer) |
| Joseph Munnelly         |  |
| *                       | Director (Principal Financial Officer)             |
| L. Frederick Sutherland |  |

\* By /s/ Robert T. Rambo  
Robert T. Rambo as Attorney in Fact

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**EXHIBIT INDEX**

**Exhibit**

| <b>No.</b> | <b>Description</b>   |
|------------|--|
| 4.1        | Indenture, dated as of March 7, 2013, among Aramark Services, Inc., the guarantors named therein and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.1 to Aramark Services, Inc.'s Current Report on Form 8-K filed with the SEC on March 7, 2013 pursuant to the Exchange Act (file number 001-04762)). |
| 4.2        | First Supplemental Indenture, dated as of December 17, 2013, among Aramark and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.3 to Aramark's Form S-4 filed with the SEC on December 17, 2013 (file number 333-192907)).  |
| 4.3        | Second Supplemental Indenture, dated as of December 17, 2013, among the entities listed in Schedule I thereto and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.4 to Aramark's Form S-4 filed with the SEC on December 17, 2013 (file number 333-192907)).   |
| 5.1**      | Opinion of Simpson Thacher & Bartlett LLP.   |
| 5.2**      | Opinion of Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary to Aramark.  |
| 23.1*      | Consent of Independent Registered Public Accounting Firm KPMG LLP.   |
| 23.2*      | Consent of Independent Auditors Deloitte Touche Tohmatsu LLC.  |
| 23.3       | Consent of Simpson Thacher & Bartlett LLP (included in exhibit 5.1).   |
| 23.4       | Consent of Stephen R. Reynolds, Executive Vice President, General Counsel and Secretary of Aramark (included in exhibit 5.2).  |
| 24.1**     | Power of Attorney.   |

\* Filed herewith.

\*\* Previously filed.

Identifies exhibits that consist of a management contract or compensatory plan or arrangement.