

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2007-02-01** | Period of Report: **2007-01-26**
SEC Accession No. **0001193125-07-018412**

([HTML Version](#) on [secdatabase.com](#))

FILER

ARAMARK CORP/DE

CIK: **1144528** | IRS No.: **233086414** | State of Incorporation: **DE** | Fiscal Year End: **0930**
Type: **8-K** | Act: **34** | File No.: **001-16807** | Film No.: **07572727**
SIC: **5812** Eating places

Business Address
ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA PA 19107
2152383000

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): February 1, 2007 (January 26, 2007)

ARAMARK CORPORATION

(Exact name of registrant as specified in charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-16807
(Commission File Number)

23-3086414
(IRS Employer
Identification No.)

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

19107
Zip Code

Registrant' s telephone, including area code: 215-238-3000

N/A

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

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

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

Introductory Note

On January 26, 2007 (the “Closing Date”), ARAMARK Corporation (the “Company”) completed its merger (the “Merger”) with RMK Acquisition Corporation (“MergerCo”) pursuant to which the Company has been acquired by a private investor group including GS Capital Partners V Fund, L.P., J.P. Morgan Partners (BHCA), L.P., CCMP Capital Investors II, L.P., Thomas H. Lee Equity Fund VI, L.P. and Warburg Pincus Private Equity IX, L.P. (each, a “Sponsor”), Joseph Neubauer, the Chairman of the Company’s Board of Directors and its Chief Executive Officer (Mr. Neubauer, together with the Sponsors, the “Investors”) and certain members of the Company’s management.

Section 1 - Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

1. Senior Secured Credit Facilities

Overview

In connection with the Merger, the Company entered into a senior secured credit agreement with J.P. Morgan Securities Inc. and Goldman Sachs Credit Partners L.P., each as joint lead arranger, joint bookrunner and co-syndication agent, Citibank, N.A., as administrative agent and collateral agent, Barclays Bank plc and Wachovia Bank, National Association, each as co-documentation agent and each of the lenders named therein.

On a pro forma basis after giving effect to the Merger, the senior secured credit facilities provide senior secured financing of \$5,000.0 million, consisting of:

- a term loan facility of \$4,150.0 million comprised of various tranches to be denominated in U.S. dollars, Canadian dollars, euros, yen and pounds sterling;
- a revolving credit facility of up to \$600.0 million comprised of various tranches to be denominated in U.S. dollars, Canadian dollars, euros and pounds sterling, the full amount of which is available in the form of letters of credit; and
- a synthetic letter of credit facility of up to \$250.0 million.

The Company is a borrower under the senior secured credit facilities on and as of the Closing Date. In addition, certain subsidiaries of the Company are designated to be borrowers under certain tranches of the term loan facility and the revolving credit facility described above. The revolving credit facility includes borrowing capacity available for letters of credit and, subject to a sublimit, for short-term borrowings referred to as the swingline loans.

The term loan facility consists of the following subfacilities:

- A U.S. dollar denominated term loan to the Company in the amount of \$3,547.0 million;
- A yen denominated term loan to the Company in the amount of ¥5,422.0 million;
- A U.S. dollar denominated term loan to ARAMARK Canada, Ltd. (the “Canadian Borrower”) in the amount of \$170.0 million;
- A euro denominated term loan to ARAMARK Ireland Holdings Limited (the “Irish Borrower”) in the amount of 44.0 million;
- A sterling denominated term loan to ARAMARK Investments Limited (the “UK Borrower”) in the amount of £122.0 million; and
- A euro denominated term loan consisting of separate loans to ARAMARK Holdings GmbH & Co. KG in the amount of 30.0 million and to ARAMARK GmbH in the amount of 40.0 million (ARAMARK Holdings GmbH & Co. KG and ARAMARK GmbH together, the “German Borrowers”).

The revolving credit facility consists of the following subfacilities:

A revolving credit facility available for loans in U.S. dollars to the Company with aggregate commitments of \$435.0 million;

A revolving credit facility available for loans in sterling or U.S. dollars to the U.K. Borrower or the Company with aggregate commitments of \$40.0 million;

A revolving credit facility available for loans in euro or U.S. dollars to the Irish Borrower or the Company with aggregate commitments of \$20.0 million;

A revolving credit facility available for loans in euro or U.S. dollars to the German Borrowers or the Company with aggregate commitments of \$30.0 million; and

A revolving credit facility available for loans in Canadian dollars or U.S. dollars to the Canadian Borrower or the Company with aggregate commitments of \$75.0 million.

The new senior secured credit facility provides that the Company has the right at any time to request up to \$750.0 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 will not be under any obligation to provide any such incremental commitments, and any such addition of or increase in commitments will be subject to pro forma compliance with an incurrence-based financial covenant and customary conditions precedent. The Company's ability to obtain extensions of credit under these incremental commitments is subject to the same conditions as extensions of credit under the existing credit facilities.

Interest rate and fees

Borrowings under the senior secured credit facilities bear interest at a rate equal to an applicable margin plus, at the Company's 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, and (2) the federal funds rate plus 0.50% 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 initial applicable margin for borrowings is, under the revolving credit facility, 2.00% with respect to LIBOR borrowings and 1.00% with respect to base-rate borrowings and, under the term loan facilities and the synthetic letter of credit facilities, 2.125% with respect to LIBOR borrowings and 1.125% with respect to base-rate borrowings. The applicable margins for borrowings under the facilities may be reduced subject to the Company's attaining certain leverage ratios.

In addition to paying interest on outstanding principal under the senior secured credit facilities, the Company is required to pay a commitment fee to the lenders under the revolving credit facility in respect of the unutilized commitments thereunder. The initial commitment fee rate is 0.50% per annum. The Company must also pay letter of credit fees. The commitment fee rate and the letter of credit fee rate may be reduced subject to the Company's attaining certain leverage ratios.

Prepayments

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

50% of the Company's annual excess cash flow (as defined in the senior secured credit agreement) commencing with the first full fiscal year following the date of the closing of the senior secured credit facilities (which percentage will be reduced to 25% and 0% if at the time of the applicable prepayment the Company's leverage ratio is equal to or less than certain levels specified in the senior secured credit agreement);

100% of the net cash proceeds of all nonordinary course asset sales or other dispositions of property subject to certain exceptions (including the first \$100.0 million of such proceeds following the Closing Date and the sale of receivables in connection with the receivables facility) 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 facility 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 the Company. The Company may voluntarily repay outstanding loans under the senior secured credit facilities at any time without premium or penalty, other than customary “breakage” costs with respect to LIBOR loans.

Amortization

The Company is required to repay installments on the loans under the term loan facilities in quarterly principal amounts of 0.25% of their funded total principal amount for the first six years and nine months from the Closing Date, with the remaining amount payable on the date that is seven years from the Closing Date.

Principal amounts outstanding under the revolving credit facility are due and payable in full at maturity, six years from the Closing Date, on which day the commitments thereunder will terminate.

Principal amounts outstanding under the synthetic letter of credit facility are due and payable in full at maturity, seven years from the Closing Date, on which day the commitments thereunder will terminate.

Guarantee and security

All obligations under the senior secured credit agreement are unconditionally guaranteed by ARAMARK Intermediate Holdco Corporation (“Intermediate HoldCo”) and, subject to certain exceptions, substantially all of the Company’s existing and future domestic subsidiaries (excluding certain immaterial subsidiaries, receivables facility subsidiaries, business securitization subsidiaries and certain subsidiaries designated by the Company under its 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 the Company, 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 Intermediate HoldCo, the Company and each U.S. Guarantor, subject to certain exceptions:

a pledge of 100% of the capital stock of the Company;

a pledge of 100% of the capital stock held by Intermediate HoldCo, the Company or any U.S. Guarantor, including 100% of the capital stock of the Company’s domestic subsidiaries that are directly owned by the Company or one of the U.S. Guarantors and 100% of the capital stock of each of the Company’s existing and future foreign subsidiaries that are directly owned by the Company or one of the U.S. Guarantors; and

a security interest in, and mortgages on, substantially all tangible and intangible assets of Intermediate HoldCo, the Company 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, the Company's ability 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 its own capital stock;
- make investments, loans or advances;
- repay or repurchase any Notes (as defined in "2. Indenture and 8.50% Senior Fixed Rate Notes due 2015 and Senior Floating Rate Notes due 2015" of Item 1.01 below) (or any indebtedness that refinances the Notes), except as scheduled or at maturity;
- create restrictions on the payment of dividends or other transfers to the Company from its restricted subsidiaries;
- make certain acquisitions;
- engage in certain transactions with affiliates;
- amend material agreements governing the Notes (or any indebtedness that refinances the Notes); and
- fundamentally change its business.

In addition, the senior secured credit agreement requires the Company to maintain the following financial covenants in connection with the Company's 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.

Certain Relationships

The lenders and the initial purchasers of the Notes described below or their respective affiliates have in the past engaged, and may in the future engage, in transactions with and perform services, including commercial banking, financial advisory and investment banking services, for the Company and its affiliates in the ordinary course of business for which they have received or will receive customary fees and expenses. In connection with the Merger, Goldman, Sachs & Co. and JPMorgan Securities Inc. have provided financial advisory services to, and have received financial advisory fees from, the Sponsors and their affiliates, and Sumitomo Mitsui Banking Corporation has acted as financial advisor to the Company in connection with the Notes offering and has received a fee from the Company in connection therewith. Affiliates of certain of the lenders acted as initial purchasers of the Fixed Rate Notes issued under the Indenture described below and participated in other financing aspects relating to the Merger. Affiliates of certain of the lenders were lenders under the Company's prior credit facilities that were repaid in connection with the Merger as described under Item 1.02 below and received their pro rata portion of such repayment. Affiliates of certain of the lenders have provided an amended and restated receivables facility in connection with the Merger. Certain of the lenders and the initial purchasers of the Notes or their respective affiliates are customers of the Company and engage in transactions with the Company in the ordinary course of business and are beneficial owners of certain of the Company's existing senior notes that are being redeemed in connection with the Merger. GS

Capital Partners V Fund, L.P., an affiliate of Goldman, Sachs & Co. indirectly owns approximately 20.6% of the shares of the Company after the Merger and has the right to appoint one member to the board of directors of Holdings. J.P. Morgan Partners (BHCA), L.P., an affiliate of J.P. Morgan Securities Inc. indirectly owns approximately 10.3% of the shares of the Company after the Merger and shares the right with affiliates of CCMP Capital Partners, LLC to appoint one member to the board of directors of Holdings. Steven Murray, one of the directors of Holdings following the Merger, is a director of certain companies which are affiliates of J.P. Morgan Securities Inc.

2. Indenture and 8.50% Senior Fixed Rate Notes due 2015 and Senior Floating Rate Notes due 2015

General

On January 26, 2007, MergerCo issued (i) \$1,280,000,000 aggregate principal amount of 8.50% Senior Notes due 2015 (the “Fixed Rate Notes”) and (ii) \$500,000,000 aggregate principal amount of Senior Floating Rate Notes due 2015 (the “Floating Rate Notes”) pursuant to an indenture, dated as of January 26, 2007, among MergerCo, the Guarantors party thereto and The Bank of New York, as Trustee (the “Indenture”). Immediately following the closing of the offering and as part of the transactions, the Company, as the surviving corporation in the Merger, assumed all the obligations of MergerCo under the Indenture, the Fixed Rate Notes and the Floating Rate Notes. The Fixed Rate Notes and the Floating Rate Notes are collectively referred to herein as the “Notes.” The following is a brief description of the terms of the Notes and the Indenture and is qualified by reference to the terms of the Indenture filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference. Capitalized terms not defined herein shall have the meanings specified in the Indenture.

Interest on the Fixed Rate Notes will accrue at the rate of 8.50% per annum and will be payable semi-annually in arrears on February 1 and August 1, commencing on August 1, 2007, to the holders of Fixed Rate Notes of record on the immediately preceding January 15 and July 15.

The Floating Rate Notes will bear interest at a rate per annum, reset quarterly, equal to three-month LIBOR plus 3.50%, as determined by the calculation agent, which shall initially be the Trustee. Interest on the Floating Rate Notes will be payable quarterly in arrears on February 1, May 1, August 1 and November 1, commencing on May 1, 2007, to the holders of Floating Rate Notes of record on the immediately preceding January 15, April 15, July 15 and October 15.

Subsidiary Guarantees

The Notes are guaranteed, jointly and severally, fully and unconditionally, on a senior unsecured 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 new senior credit facilities described above.

Ranking

The Notes are the unsecured, senior obligations of the Company. They rank equal in right of payment to all existing and future senior indebtedness of the Company including indebtedness under the Company’s new senior credit facilities described above and the Company’s guarantee in respect of the existing 2012 notes issued by ARAMARK Services, Inc. The Notes and the guarantees thereof will be effectively subordinated to all existing and future senior indebtedness of the Company, including indebtedness under our new senior credit facilities, to the extent of the value of the collateral securing such indebtedness, and will be 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. They will rank senior in right of payment to all existing and future indebtedness of the Company that is expressly subordinated in right of payment thereto.

Optional Redemption - Fixed Rate Notes

At any time prior to February 1, 2011, the Company may redeem all or a part of the Fixed Rate 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 Fixed Rate 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 Fixed Rate Notes on the relevant record date to receive interest due on the relevant interest payment date.

From and after February 1, 2011, the Company may redeem the Fixed Rate 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 Fixed Rate 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 Fixed Rate 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 February 1 of each of the years indicated below:

Year	Percentage
2011	104.250 %
2012	102.125 %
2013 and thereafter	100.000 %

Prior to February 1, 2010, the Company may, at its option, redeem up to 35% of the sum of the aggregate principal amount of all Fixed Rate Notes issued under the Indenture at a redemption price equal to 108.500% 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 Fixed Rate 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: (1) at least 50% of the sum of the aggregate principal amount of Fixed Rate Notes originally issued under the Indenture remain outstanding immediately after the occurrence of each such redemption; and (2) each such redemption occurs within 90 days of the date of closing of each such equity offering.

Optional Redemption - Floating Rate Notes

At any time prior to February 1, 2009 the Company may redeem all or a part of the Floating Rate Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to the registered address of each holder of Floating Rate Notes, at a redemption price equal to 100% of the principal amount of Floating Rate 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 Floating Rate Notes on the relevant record date to receive interest due on the relevant interest payment date.

From and after February 1, 2009 the Company may redeem the Floating Rate 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 Floating Rate 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 Floating Rate 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 February 1 of each of the years indicated below:

Year	Percentage
2009	102.000 %
2010	101.000 %

Prior to February 1, 2009 the Company may, at its option, redeem up to 35% of the sum of the aggregate principal amount of Floating Rate Notes issued by it at a redemption price equal to 100% of the aggregate principal amount thereof, plus a premium equal to the rate per annum on the Floating Rate Notes applicable on the date on which notice of redemption is given, plus accrued and unpaid interest thereon and Additional Interest, if any, thereon to the redemption date, subject to the right of holders of Floating Rate 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; provided that: (1) at least 50% of the sum of the aggregate principal amount of Floating Rate Notes originally issued under the Indenture remains outstanding immediately after the occurrence of each such redemption; and (2) each such redemption occurs within 90 days of the date of closing of each such equity offering.

Repurchase at the Option of Holders

Change of Control

Upon the occurrence of certain kinds of changes of control, the Company will be required to make an offer to purchase the Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the purchase date, 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 qualifying change of control, the Company will send notice of such change of control offer, with a copy to the trustee, to each holder with certain information including 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 Company will not be required to make a change of control offer following a qualifying 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.

Asset Sales

If the Company sells assets under certain circumstances, the Company 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.

Covenants

The Indenture contains covenants limiting, among other things, the Company' s ability and the ability of its restricted subsidiaries to:

- incur additional indebtedness or issue certain preferred shares;
- pay dividends and make certain distributions, investments and other restricted payments;
- 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.

Events of Default

The Indenture also provides for events of default, which, if any of them occurs, would permit or require 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.

See also “Certain Relationships” under “1. Senior Secured Credit Facilities” above.

3. Registration Rights Agreement

On January 26, 2007, the Company entered into a Registration Rights Agreement with respect to the Notes described above. The following is a brief description of the terms of the Registration Rights Agreement and is qualified by reference to the terms of the Registration Rights Agreement filed as Exhibit 4.2 to this Current Report on Form 8-K and incorporated herein by reference. Capitalized terms not defined herein shall have the meanings specified in the Registration Rights Agreement.

In the Registration Rights Agreement, the Company agreed that it will use its reasonable best efforts to register with the Securities and Exchange Commission notes having substantially identical terms as the Fixed Rate Notes and notes having substantially identical terms as the Floating Rate Notes as part of offers to exchange Exchange Notes for each such series of Notes. The Company is required to use its reasonable best efforts to cause each exchange to be completed or, if required, to have one or more Shelf Registration Statements declared effective, within 240 days after the Issue Date of each of the Notes.

If the Company fails to meet this obligation, Additional Interest will accrue on the principal amount of the notes at a rate of 0.25% per annum (which rate will be increased by an additional 0.25% per annum for each subsequent 90 day period that such Additional Interest continues to accrue, provided that the rate at which such Additional Interest accrues may in no event exceed 1.00% per annum). If the registration default is corrected, the Additional Interest will cease to accrue.

4. Amendment to Employment Agreement with Joseph Neubauer

On January 26, 2007, the employment agreement of Joseph Neubauer, dated November 2, 2004, was amended to provide that any severance and other benefits payments to which Mr. Neubauer could become entitled would be paid by the Company at such time or in such form as would not cause them to be considered deferred compensation under Section 409A of the Internal Revenue Code. A copy of the employment agreement amendment is attached as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

1. Redemption of Existing Notes

On January 26, 2007, the Company issued a notice to the holders of the existing \$300.0 million aggregate principal amount of 6.375% notes due February 2008 (the “6.375% Notes”), \$300.0 million aggregate principal amount of 7% notes due May 2007 (the “7% Notes”), and \$30.7 aggregate principal amount of 7.25% guaranteed convertible promissory notes due August 2007 (the “7.25% Notes” and, together with the 6.375% Notes and the 7% Notes, the “Existing Notes”), to redeem all Existing Notes on February 25, 2007 (the “Redemption Date”).

The 6.375% Notes and the 7% Notes will be redeemed pursuant to the terms of the governing indenture, dated as of April 8, 2002, at a redemption price equal to the greater of (a) 100% of the outstanding principal amount of the Existing Notes and (b) the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including the portion of any such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at a rate based upon the rate for U.S. government obligations corresponding to the remaining life to maturity plus 0.45%, plus accrued and unpaid interest to the Redemption Date.

The 7.25% Notes will be redeemed pursuant to the Promissory Note agreement, dated June 18, 1997, at a redemption price equal to 100% of the outstanding principal amount, plus accrued and unpaid interest to the Redemption Date.

2. Termination of Existing Credit Facilities

In connection with the Merger, on January 26, 2007, ARAMARK Services, Inc., ARAMARK Uniform & Career Apparel Group, Inc. and ARAMARK Canada Ltd., subsidiaries of the Company and borrowers (collectively, the “Existing Credit Agreement Borrower”) under the credit agreement dated as of March 31, 2004 (the “Existing Credit Agreement”) among the Existing Credit Agreement Borrower, JPMorgan Chase Bank, as general administrative agent, the several banks and other financial institutions from time to time party thereto and the other parties thereto, prepaid all amounts outstanding under the Existing Credit Agreement and terminated all commitments and obligations thereunder and under the other related documents except for certain letters of credit issued by The Bank of Nova Scotia under the Existing Credit Agreement for the account of ARAMARK Canada Ltd., which letters of credit will remain outstanding, back-stopped by letters of credit issued under the new senior secured credit facilities. The Bank of Nova Scotia consented to such termination.

Also in connection with the Merger, on January 26, 2007, the Company repaid in full all outstanding loans, together with interest and all other amounts due in connection with such repayment, under the £175,000,000 Credit Agreement, dated June 21, 2004 (as amended by the First Amendment to Credit Facility Agreement, dated September 22, 2004, and as further amended by the Amendment Agreement, dated January 4, 2005), between, among others, the Irish Borrower and Barclays Bank PLC as facility agent and terminated all commitments and obligations thereunder and under the other related documents.

3. Termination of Equity Incentive Plans

In connection with the Merger, the Company terminated its 2001 Equity Incentive Plan, which provided for incentive equity awards to reward and motivate key employees, directors and consultants of the Company. The 2001 Equity Incentive Plan has been superseded by the 2007 Management Stock Incentive Plan of ARAMARK Holdings Corporation, the parent corporation of the Company. See Item 5.02.

3. Termination of Registration Rights Agreement

In connection with the Merger, the Company and Joseph Neubauer agreed to terminate the Registration Rights Agreement among the Company, Joseph Neubauer and certain holders of the Company’s common stock, dated December 14, 2001, pursuant to which Joseph Neubauer and certain holders of the Company’s common stock were granted demand and piggyback registration rights.

Section 2 - Financial Information

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Sections 1 and 2 of Item 1.01 are incorporated by reference into this Item 2.03.

Section 3 - Securities and Trading Markets

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the closing of the Merger, the Company notified the New York Stock Exchange (the "NYSE") on January 26, 2007 that shares of common stock of the Company were generally converted into the right to receive \$33.80, without interest, and requested that the NYSE file with the Securities and Exchange Commission an application on Form 25 to report that the shares of Class B common stock, par value \$0.01 per share, of the Company are no longer listed on the NYSE.

Item 3.03 Material Modification to Rights of Security Holders.

In connection with the Merger, each share of common stock of the Company was generally converted into the right to receive \$33.80, without interest.

Section 5 - Corporate Governance and Management

Item 5.01 Changes in Control of Registrant.

On January 26, 2007, pursuant to the terms of the Agreement and Plan of Merger (the "Merger Agreement"), dated as of August 8, 2006, by and among the Company, MergerCo and RMK Finance LLC, the Investors consummated the acquisition of the Company through the merger of MergerCo with and into the Company. The Company was the surviving corporation in the Merger. 100% of the common stock of the Company is owned by Intermediate HoldCo, which is a wholly-owned subsidiary of Holdings. The Sponsors and their affiliates own indirectly approximately 82.8% of the common stock of the Company through their ownership in Holdings, Mr. Neubauer owns indirectly approximately 9.7% of the common stock of the Company through his ownership in Holdings, and the remainder of the Company is owned indirectly by certain members of management of the Company through their ownership in Holdings. The aggregate purchase price paid for all of the equity securities of the Company was approximately \$6.2 billion, which purchase price was funded by the equity financing from the Investors, certain members of management and by the new credit facility and debt securities described in Item 1.01 above. A copy of the press release issued by the Company on January 26, 2007 announcing the consummation of the Merger is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

On January 26, 2007, the Investors and certain members of management entered into a Stockholders Agreement with Holdings and Intermediate HoldCo (the "Stockholders Agreement") which contains agreements among the parties with respect to, among other things, the election of directors, restrictions on the issuance and transfer of interests in Holdings, including tag-along rights and drag-along rights, and other corporate governance provisions, including the right of the Investors to approve certain corporate actions. Pursuant to the Stockholders Agreement, the Investors have the right to cause the boards of directors and board committees of Intermediate HoldCo and the Company to be comprised of the same directors as Holdings; however, the Investors have not exercised this right.

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

In connection with the Merger, each of Lawrence T. Babbio, Jr., Patricia C. Barron, Leonard S. Coleman, Jr., Ronald R. Davenport, Thomas H. Kean, James E. Ksansnak, James E. Preston, Ronald L. Sargent and Karl M. von der Heyden voluntarily resigned from the board of directors of the Company on January 26, 2007.

Pursuant to the Merger Agreement, upon the closing of the Merger, Sanjeev Mehra, Stephen Murray, Scott Sperling and Kewsong Lee became directors of the Company. Mr. Mehra is affiliated with GS Capital Partners V Fund, L.P., Mr. Murray is affiliated with J.P. Morgan Partners (BHCA), L.P., and CCMP Capital Investors II, L.P., Mr. Sperling is affiliated with Thomas H. Lee Equity Fund VI, L.P. and Mr. Lee is affiliated with Warburg Pincus Private Equity IX, L.P. On February 1, 2007, Messrs. Mehra, Murray, Sperling and Lee were removed from the Company's board of directors, and Chris Holland, Vice President and Treasurer of the Company, L. Frederick Sutherland, Executive Vice President and Chief Financial Officer of the Company, and Joseph Neubauer were elected as directors of the Company, in each case by written consent of Intermediate HoldCo, the Company's sole stockholder. The information set forth in Item 5.01 is incorporated by reference into this Item 5.02.

On January 26, 2007, in connection with the Merger, the Company entered into an amendment to the employment agreement of Joseph Neubauer. The information set forth in Section 4 of Item 1.01 is incorporated by reference into this Item 5.02.

In connection with the Merger, Holdings established the ARAMARK Holdings Corporation 2007 Management Stock Incentive Plan (the "Plan"). The purpose of the Plan is to aid Holdings and its affiliates, including the Company, in increasing the personal interests of their respective employees, directors or consultants in the growth of Holdings and to reward such employees, directors or consultants for outstanding performance through the granting of incentive awards. Incentive awards under the Plan may be granted to employees or directors of, or consultants to, Holdings or one of its affiliates, including the Company, in the form of non-qualified stock options, restricted shares of common stock, the opportunity to purchase shares of common stock and other awards that are valued in whole or in part by reference to, or are otherwise based on, the fair market value of Holdings' shares. The Plan permits the granting of awards covering 15.5% of the fully diluted equity of Holdings immediately after consummation of the Merger, of which up to 11% will be granted as options within 90 days of the consummation of the Merger, and the remainder will be granted in future years. A portion of the options under the Plan will vest solely based upon continued employment over a specific period of time ("Time Vesting Options"), and a portion of the options will vest based both upon continued employment over a specific period of time and upon the achievement of predetermined performance targets over time ("Performance Vesting Options"). Options under the plan have been, and will in the future be, awarded pursuant to a Non-Qualified Stock Option Agreement with Holdings (the "Option Agreement"). In connection with the merger, L. Frederick Sutherland, Executive Vice President and Chief Financial Officer, Andrew C. Kerin, Executive Vice President and President Domestic Food, Hospitality and Facilities, Bart J. Colli, Executive Vice President, General Counsel and Secretary, Lynn B. McKee, Executive Vice President, Human Resources, Ravi K. Saligram, Executive Vice President and President ARAMARK International, and Thomas J. Vozzo, Executive Vice President and President, ARAMARK Uniform and Career Apparel, who, along with Joseph Neubauer, are the Company's "named executive officers", received grants under the Plan of options with an exercise price of \$10 per share to acquire 992,250, 706,750, 605,231, 611,875, 691,875 and 791,875 shares of common stock of Holdings, respectively. The number of options granted to each of these individuals was based upon the amount of their investment in shares of common stock of Holdings in connection with the Merger. 50% of these options are Time Vesting Options and 50% of these options are Performance Vesting Options. Copies of the Plan and the form of Option Agreement are attached as Exhibits 10.4 and 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

In connection with the Merger, certain members of the Company's Executive Leadership Council ("ELC") entered into agreements to amend (the "ELC Employment Agreement Amendments") their existing agreements to employment and post-employment competition (the "ELC Employment Agreements") in order to impose certain limitations on, and take certain other actions to ensure that, any payments made under any deferred compensation arrangement of the Company in which each such ELC member participates will not be subject to the potential imposition of any tax that could otherwise be imposed under new laws regarding the taxation of deferred compensation.

The ELC Employment Agreements with certain members of the President's Council and Management Committee of the Company previously provided, among other things, that in general, if such person's employment was terminated without cause within the three year period following a change in control, or in certain other circumstances in anticipation of a change in control, or if such person resigned with good reason or in certain other circumstances following a change in control, such person would be entitled to a cash payment equal to a multiple of one or two times such person's base salary and target bonus (the "Change of Control Payment") and cash severance benefits of up to 18 months of pay based on such person's position and length of service with the Company (the "Severance Payments"). In addition to

the changes described above, the ELC Employment Agreement Amendments of members of the President's Council and of the Management Committee also granted the Company the right to terminate all deferred compensation arrangements contained in such members' ELC Employment Agreements in a manner intended to be compliant with the new laws regarding the taxation of deferred compensation, such that at the closing of the Merger those members received (i) an amount equal to the applicable Change of Control Payment in cash and (ii) an amount equal to the applicable Severance Payment in the form of restricted stock of Holdings, which will vest upon the earlier of 12 months following the closing of the Merger or the termination without cause by the Company or termination for good reason (as such terms are defined in the ELC Employment Agreements) by the applicable member of his or her employment with the Company. The number of shares of restricted stock of Holdings granted to L. Frederick Sutherland, Andrew C. Kerin, Bart J. Colli, Lynn B. McKee, Ravi K. Saligram and Thomas J. Vozzo was 94,500, 91,500, 86,250, 78,750, 52,500, and 78,750, respectively. The restricted stock was granted to these "named executive officers" and other members of the Management Committee of the Company pursuant to a Restricted Stock Award Agreement (the "Award Agreement") with Holdings. Copies of the forms of ELC Employment Agreement Amendments and Award Agreements for members of the Management Committee are attached as Exhibits 10.6 and 10.7 to this Current Report on Form 8-K and incorporated herein by reference.

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

In connection with the consummation of the Merger, the Company's certificate of incorporation and by-laws were amended and restated, effective January 26, 2007. Among other things, the Restated Certificate of Incorporation eliminates the Class A Common Stock and the Class B Common Stock and sets the number of shares of common stock the Company is authorized to issue at 1,000 shares, and the Amended and Restated By-laws set the number of directors constituting the board of directors of the Company at not less than three. Copies of the Certificate of Incorporation and Amended and Restated By-laws of the Company are attached as Exhibits 3.1 and 3.2 to this Current Report on Form 8-K and are incorporated herein by reference.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit 3.1	Certificate of Incorporation of the Company
Exhibit 3.2	Amended and Restated By-laws of the Company
Exhibit 4.1	Indenture, dated as of January 26, 2007, among the Company, RMK Acquisition Corporation, the Guarantors party thereto and The Bank of New York, as Trustee
Exhibit 4.2	Registration Rights Agreement, dated as of January 26, 2007, among RMK Acquisition Corporation, the Company, the Guarantors party thereto, and JP Morgan Securities, Inc. and Goldman, Sachs & Co., as representatives of the initial purchasers
Exhibit 10.1	Credit Agreement, dated as of January 26, 2007, among the financial institutions parties thereto, as the lenders, Citibank, N.A., as Administrative Agent and Collateral Agent, and RMK Acquisition Corporation, ARAMARK Canada Ltd., ARAMARK Investments Limited, ARAMARK Ireland Holdings Limited, ARAMARK Holdings GmbH & Co. KG and ARAMARK GmbH, as borrowers, and the guarantors from time to time party thereto, and Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents, and Barclays Bank PLC and Wachovia Bank, National Association, as Co-Documentation Agents
Exhibit 10.2	U.S. Pledge and Security Agreement, dated as of January 26, 2007, among Aramark Intermediate Holdco Corporation, RMK Acquisition Corporation, the Company, the Subsidiary Parties from time to time party thereto and Citibank, N.A., as collateral agent
Exhibit 10.3	Amendment, effective as of January 26, 2007, to the Employment Agreement dated November 2, 2004 between ARAMARK Corporation and Joseph Neubauer

-
- Exhibit 10.4 ARAMARK Holdings Corporation 2007 Management Stock Incentive Plan
- Exhibit 10.5 Form of Non-Qualified Stock Option Agreement with ARAMARK Holdings Corporation
- Exhibit 10.6 Form of Agreement to Amend Agreement Relating to Employment and Post-Employment Competition (Management Committee)
- Exhibit 10.7 Form of Restricted Stock Award Agreement with ARAMARK Holdings Corporation
- Exhibit 99.1 Press Release, dated January 26, 2007 of ARAMARK Corporation announcing the consummation of the merger with RMK Acquisition Corporation

SIGNATURES

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

ARAMARK CORPORATION

By: /s/ L. Frederick Sutherland

L. Frederick Sutherland
Executive Vice President and Chief Financial
Officer

Date: February 1, 2007

INDEX TO EXHIBITS

Exhibit Number	Exhibit
Exhibit 3.1	Certificate of Incorporation of the Company
Exhibit 3.2	Amended and Restated By-laws of the Company
Exhibit 4.1	Indenture, dated as of January 26, 2007, among the Company, RMK Acquisition Corporation, the Guarantors party thereto and The Bank of New York, as Trustee
Exhibit 4.2	Registration Rights Agreement, dated as of January 26, 2007, among RMK Acquisition Corporation, the Company, the Guarantors party thereto, and JP Morgan Securities, Inc. and Goldman, Sachs & Co., as representatives of the initial purchasers
Exhibit 10.1	Credit Agreement, dated as of January 26, 2007, among the financial institutions parties thereto, as the lenders, Citibank, N.A., as Administrative Agent and Collateral Agent, and RMK Acquisition Corporation, ARAMARK Canada Ltd., ARAMARK Investments Limited, ARAMARK Ireland Holdings Limited, ARAMARK Holdings GmbH & Co. KG and ARAMARK GmbH, as borrowers, and the guarantors from time to time party thereto, and Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc., as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents, and Barclays Bank PLC and Wachovia Bank, National Association, as Co-Documentation Agents
Exhibit 10.2	U.S. Pledge and Security Agreement, dated as of January 26, 2007, among Aramark Intermediate Holdco Corporation, RMK Acquisition Corporation, the Company, the Subsidiary Parties from time to time party thereto and Citibank, N.A., as collateral agent
Exhibit 10.3	Amendment, effective as of January 26, 2007, to the Employment Agreement dated November 2, 2004 between ARAMARK Corporation and Joseph Neubauer
Exhibit 10.4	ARAMARK Holdings Corporation 2007 Management Stock Incentive Plan
Exhibit 10.5	Form of Non-Qualified Stock Option Agreement with ARAMARK Holdings Corporation
Exhibit 10.6	Form of Agreement to Amend Agreement Relating to Employment and Post-Employment Competition (Management Committee)
Exhibit 10.7	Form of Restricted Stock Award Agreement with ARAMARK Holdings Corporation
Exhibit 99.1	Press Release, dated January 26, 2007 of ARAMARK Corporation announcing the consummation of the merger with RMK Acquisition Corporation

CERTIFICATE OF INCORPORATION
OF
ARAMARK CORPORATION

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is:

ARAMARK Corporation

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 4.1. The Corporation shall be authorized to issue 1,000 shares of capital stock, of which 1,000 shares shall be shares of Common Stock, \$0.01 par value ("Common Stock").

Section 4.2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

ARTICLE VIII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

ARTICLE IX

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, trustee or representative or in any other capacity while serving as a director, officer, trustee or representative, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in this Article Ninth with respect to proceedings to enforce rights to indemnification and "advancement of

expenses” (as defined below), the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

In addition to the right to indemnification conferred in this Article Ninth, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney’s fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article Ninth or otherwise.

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

The rights to indemnification and to the advancement of expenses conferred in this Article Ninth shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation’s Certificate of Incorporation, by-laws, agreement, vote of stockholders or directors or otherwise.

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

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

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

AMENDED AND RESTATED

BY-LAWS

OF

ARAMARK CORPORATION

ARTICLE I

OFFICES

SECTION 1 REGISTERED OFFICE – The registered office of ARAMARK Corporation (the “Corporation”) shall be established and maintained at the office of The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, and said The Corporation Trust Company shall be the registered agent of the Corporation.

SECTION 2 OTHER OFFICES – The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time select or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1 ANNUAL MEETINGS – Annual meetings of stockholders for the election of directors, and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting. At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2 SPECIAL MEETINGS – Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board, the President or the Secretary, or by resolution of the Board of Directors.

SECTION 3 VOTING – Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation of the Corporation and these By-Laws may vote in person or by proxy, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Certificate of Incorporation or the laws of the State of Delaware.

A complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary

business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is entitled to be present.

SECTION 4 QUORUM – Except as otherwise required by law, by the Certificate of Incorporation of the Corporation or by these By-Laws, the presence, in person or by proxy, of stockholders holding shares constituting a majority of the voting power of the Corporation shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of stock entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of stock entitled to vote shall be represented, any business may be transacted that might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 5 NOTICE OF MEETINGS – Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote thereat, at his or her address as it appears on the records of the Corporation, not less than ten nor more than sixty days before the date of the meeting. No business other than that stated in the notice shall be transacted at any meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6 ACTION WITHOUT MEETING – Unless otherwise provided by the Certificate of Incorporation of the Corporation, any action required or permitted to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1 NUMBER AND TERM – The business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall consist of not less than three persons. The exact number of directors may be fixed from time to time by the Board of Directors. Directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his or her successor shall be elected and shall qualify. A director need not be a stockholder.

SECTION 2 RESIGNATIONS – Any director may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Chairman of the Board, the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3 VACANCIES – If the office of any director becomes vacant, the remaining directors in the office, though less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his or her successor shall be duly chosen. If the office of any director becomes vacant and there are no remaining directors, the stockholders, by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation, at a special meeting called for such purpose, may appoint any qualified person to fill such vacancy.

SECTION 4 REMOVAL – Except as hereinafter provided, any director or directors may be removed either for or without cause at any time by the affirmative vote of the holders of a majority of the voting power entitled to vote for the election of directors, at an annual meeting or a special meeting called for the purpose, and the vacancy thus created may be filled, at such meeting, by the affirmative vote of holders of shares constituting a majority of the voting power of the Corporation.

SECTION 5 COMMITTEES – The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more directors of the Corporation.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 6 MEETINGS – The newly elected directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, immediately after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent of all the Directors.

Regular meetings of the Board of Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, or by the Secretary on the written request of any director, on at least one day' s notice to each director (except that notice to any director may be waived in writing by such director) and shall be held at such place or places as may be determined by the Board of Directors, or as shall be stated in the call of the meeting.

Unless otherwise restricted by the Certificate of Incorporation of the Corporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in any meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

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

SECTION 8 COMPENSATION – Directors shall not receive any stated salary for their services as directors or as members of committees, but by resolution of the Board of Directors a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 9 ACTION WITHOUT MEETING – Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or such committee.

ARTICLE IV

OFFICERS

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

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

SECTION 3 CHAIRMAN – The Chairman of the Board of Directors, if one is elected, shall preside at all meetings of the Board of Directors, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 4 CHIEF EXECUTIVE OFFICER – The Chief Executive Officer must at all times be a stockholder of the Corporation and a member of the Board of Directors. He shall be, as

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

SECTION 5 PRESIDENT – The President shall have such powers and shall perform such duties as from time to time shall be assigned to him by the Chief Executive Officer or the Board of Directors.

SECTION 6 VICE PRESIDENTS – Each Vice-President shall have such powers and shall perform such duties as from time to time shall be assigned to him by the Chief Executive Officer or the Board of Directors.

SECTION 7 TREASURER – The Treasurer shall provide for the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall collect and deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

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

SECTION 8 SECRETARY – The Secretary shall be present at and give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or by these By-laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any Assistant Secretary or by any person thereunto directed by the Chief Executive Officer, or by the Board of Directors. He shall record all the proceedings of the meetings of the Corporation and of the Board of Directors in books to be kept for such purpose, and shall perform such other duties as may be assigned to him by the Chief Executive Officer or the Board of Directors. He shall have the custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the Chief Executive Officer, and attest the same.

SECTION 9 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES – Assistant Treasurers and Assistant Secretaries, if any, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Chief Executive Officer or by the Board of Directors.

ARTICLE V

MISCELLANEOUS

SECTION 1 CERTIFICATES OF STOCK – A certificate of stock shall be issued to each stockholder certifying the number of shares owned by such stockholder in the Corporation. Certificates of stock of the Corporation shall be of such form and device as the Board of Directors may from time to time determine.

SECTION 2 LOST CERTIFICATES – A new certificate of stock may be issued in the place of any certificate theretofore issued by the Corporation, alleged to have been lost or destroyed, and the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or such owner' s legal representatives, to give the Corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3 TRANSFER OF SHARES – The shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board of Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4 STOCKHOLDERS RECORD DATE – In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date: (1) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting; (2) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (3) in the case of any other action, shall not be more than sixty days prior to such other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express

consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5 DIVIDENDS – Subject to the provisions of the Certificate of Incorporation of the Corporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon stock of the Corporation as and when they deem appropriate. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

SECTION 6 SEAL – The corporate seal shall be circular in form and shall contain the name of the Corporation, the year of the creation of its predecessor and the words “CORPORATE SEAL DELAWARE”. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise imprinted upon the subject document or paper.

SECTION 7 FISCAL YEAR – The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

SECTION 8 CHECKS – All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9 NOTICE AND WAIVER OF NOTICE – Whenever any notice is required to be given under these By-Laws, personal notice is not required unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his or her address as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law. Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation or of these By-Laws, a waiver thereof, in writing and signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice.

ARTICLE VI

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual meeting of the stockholders (or at any special meeting thereof if notice of such proposed alteration, amendment or repeal to be considered is contained in the notice of such special meeting) by the affirmative vote of the holders of shares constituting a majority of the voting power of the Corporation. Except as otherwise provided in the Certificate of Incorporation of the Corporation, the Board of Directors may by majority vote of those present at any meeting at which a quorum is present alter, amend or repeal these By-Laws, or enact such other By-Laws as in their judgment may be advisable for the regulation and conduct of the affairs of the Corporation.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

In addition to the right to indemnification conferred in this Article, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on

behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise. If a claim under this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation 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 Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article or otherwise shall be on the Corporation.

The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, By-laws, the Stockholders Agreement, agreement, vote of stockholders or directors or otherwise.

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

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

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

- 10 -

INDENTURE

Dated as of January 26, 2007

Among

ARAMARK CORPORATION,

RMK ACQUISITION CORPORATION,

THE GUARANTORS NAMED ON THE SIGNATURE PAGES HERETO

and

THE BANK OF NEW YORK,

as Trustee

8 1/2% SENIOR NOTES DUE 2015

and

SENIOR FLOATING RATE NOTES DUE 2015

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	12.03
(c)	12.03
313(a)	7.06
(b)(1)	N.A.
(b)(2)	7.06; 7.07

(c)	7.06; 12.02
(d)	7.06
314(a)	4.03; 12.02; 12.05
(b)	N.A.
(c)(1)	12.04
(c)(2)	12.04
(c)(3)	N.A.
(d)	N.A.
(e)	12.05
(f)	N.A.
315(a)	7.01
(b)	7.05; 12.02
(c)	7.01
(d)	7.01
(e)	6.14
316(a)(last sentence)	2.09
(a)(1)(A)	6.05

(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	2.12; 9.04
317(a)(1)	6.08
(a)(2)	6.12
(b)	2.04
318(a)	12.01
(b)	N.A.
(c)	12.01

N.A. means not applicable.

* This Cross-Reference Table is not part of the Indenture.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
DEFINITIONS AND INCORPORATION BY REFERENCE	
Section 1.01	1
Definitions	
Section 1.02	33
Other Definitions	
Section 1.03	33
Incorporation by Reference of Trust Indenture Act	
Section 1.04	34
Rules of Construction.	
Section 1.05	34
Acts of Holders	
ARTICLE 2	
THE NOTES	
Section 2.01	36
Form and Dating; Terms	
Section 2.02	37
Execution and Authentication	
Section 2.03	38
Registrar, Paying Agent and Calculation Agent	
Section 2.04	38
Paying Agent to Hold Money in Trust	
Section 2.05	38
Holder Lists	
Section 2.06	38
Transfer and Exchange	
Section 2.07	50
Replacement Notes	
Section 2.08	50
Outstanding Notes	
Section 2.09	50
Treasury Notes	

Section 2.10	Temporary Notes	51
Section 2.11	Cancellation	51
Section 2.12	Defaulted Interest	51
Section 2.13	CUSIP Numbers	52

ARTICLE 3

REDEMPTION

Section 3.01	Notices to Trustee	52
Section 3.02	Selection of Notes to Be Redeemed or Purchased	52
Section 3.03	Notice of Redemption	52
Section 3.04	Effect of Notice of Redemption	53
Section 3.05	Deposit of Redemption or Purchase Price	54
Section 3.06	Notes Redeemed or Purchased in Part	54
Section 3.07	Optional Redemption	54
Section 3.08	Mandatory Redemption	56
Section 3.09	Offers to Repurchase by Application of Excess Proceeds	56

ARTICLE 4

COVENANTS

Section 4.01	Payment of Notes	58
Section 4.02	Maintenance of Office or Agency	58
Section 4.03	Reports and Other Information	59
Section 4.04	Compliance Certificate	60
Section 4.05	Taxes	60
Section 4.06	Stay, Extension and Usury Laws	60
Section 4.07	Limitation on Restricted Payments	61
Section 4.08	Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries	67
Section 4.09	Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock	69
Section 4.10	Asset Sales	76
Section 4.11	Transactions with Affiliates	78
Section 4.12	Liens	80
Section 4.13	Corporate Existence	81
Section 4.14	Offer to Repurchase Upon Change of Control	81
Section 4.15	Limitation on Guarantees of Indebtedness by Restricted Subsidiaries	83
Section 4.16	Limitation on Sale and Lease-Back Transactions	83

Section 4.17	Suspension of Covenants	84
--------------	-------------------------	----

ARTICLE 5

SUCCESSORS

Section 5.01	Merger, Consolidation or Sale of All or Substantially All Assets	85
--------------	--	----

Section 5.02	Successor Corporation Substituted	87
--------------	-----------------------------------	----

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01	Events of Default	87
--------------	-------------------	----

Section 6.02	Acceleration	89
--------------	--------------	----

Section 6.03	Other Remedies	89
--------------	----------------	----

Section 6.04	Waiver of Past Defaults	90
--------------	-------------------------	----

Section 6.05	Control by Majority	90
--------------	---------------------	----

Section 6.06	Limitation on Suits	90
--------------	---------------------	----

Section 6.07	Rights of Holders of Notes to Receive Payment	91
--------------	---	----

Section 6.08	Collection Suit by Trustee	91
--------------	----------------------------	----

Section 6.09	Restoration of Rights and Remedies	91
--------------	------------------------------------	----

Section 6.10	Rights and Remedies Cumulative	91
--------------	--------------------------------	----

Section 6.11	Delay or Omission Not Waiver	91
--------------	------------------------------	----

Section 6.12	Trustee May File Proofs of Claim	91
Section 6.13	Priorities	92
Section 6.14	Undertaking for Costs	92

ARTICLE 7

TRUSTEE

Section 7.01	Duties of Trustee	93
Section 7.02	Rights of Trustee	94
Section 7.03	Individual Rights of Trustee	95
Section 7.04	Trustee' s Disclaimer	95
Section 7.05	Notice of Defaults	95
Section 7.06	Reports by Trustee to Holders of the Notes	95
Section 7.07	Compensation and Indemnity	96
Section 7.08	Replacement of Trustee	96
Section 7.09	Successor Trustee by Merger, etc.	97
Section 7.10	Eligibility; Disqualification	97
Section 7.11	Preferential Collection of Claims Against Issuer	98

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01	Option to Effect Legal Defeasance or Covenant Defeasance	98
Section 8.02	Legal Defeasance and Discharge	98
Section 8.03	Covenant Defeasance	98

Section 8.04	Conditions to Legal or Covenant Defeasance	99
Section 8.05	Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions	100
Section 8.06	Repayment to Issuer	101
Section 8.07	Reinstatement	101

ARTICLE 9

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01	Without Consent of Holders of Notes	101
Section 9.02	With Consent of Holders of Notes	102
Section 9.03	Compliance with Trust Indenture Act	104
Section 9.04	Revocation and Effect of Consents	104
Section 9.05	Notation on or Exchange of Notes	104
Section 9.06	Trustee to Sign Amendments, etc.	105
Section 9.07	Payment for Consent	105

ARTICLE 10

GUARANTEES

Section 10.01	Guarantee	105
Section 10.02	Limitation on Guarantor Liability	107
Section 10.03	Execution and Delivery	107

Section 10.04	Subrogation	107
Section 10.05	Benefits Acknowledged	107
Section 10.06	Release of Guarantees	108

ARTICLE 11

SATISFACTION AND DISCHARGE

Section 11.01	Satisfaction and Discharge	108
Section 11.02	Application of Trust Money	109

ARTICLE 12

MISCELLANEOUS

Section 12.01	Trust Indenture Act Controls	110
Section 12.02	Notices	110
Section 12.03	Communication by Holders of Notes with Other Holders of Notes	111
Section 12.04	Certificate and Opinion as to Conditions Precedent	111
Section 12.05	Statements Required in Certificate or Opinion	111
Section 12.06	Rules by Trustee and Agents	111
Section 12.07	No Personal Liability of Directors, Officers, Employees and Stockholders	112
Section 12.08	Governing Law	112
Section 12.09	Waiver of Jury Trial	112
Section 12.10	Force Majeure	112
Section 12.11	No Adverse Interpretation of Other Agreements	112
Section 12.12	Successors	112

Section 12.13	Severability	112
Section 12.14	Counterpart Originals	113
Section 12.15	Table of Contents, Headings, etc.	113
Section 12.16	Qualification of Indenture	113
EXHIBITS		
Exhibit A-1	Form of Fixed Rate Note	
Exhibit A-2	Form of Floating Rate Note	
Exhibit B	Form of Certificate of Transfer	
Exhibit C	Form of Certificate of Exchange	
Exhibit D	Form of Supplemental Indenture to Be Delivered by Subsequent Guarantors	

INDENTURE, dated as of January 26, 2007, among ARAMARK Corporation, a Delaware corporation (“ARAMARK”), RMK Acquisition Corporation, a Delaware corporation (“RMK”), the Guarantors (as defined herein) listed on the signature pages hereto and The Bank of New York, a New York banking corporation, as Trustee.

WITNESSETH

WHEREAS, RMK has duly authorized the creation of an issue of (i) \$1,280,000,000 aggregate principal amount of 8 1/2% Senior Notes due 2015 (the “Initial Fixed Rate Notes”) and (ii) \$500,000,000 aggregate principal amount of Senior Floating Rate Notes due 2015 (the “Initial Floating Rate Notes”);

WHEREAS, in connection with the Transaction (as defined herein), RMK will merge with and into ARAMARK, after which the obligations of RMK with respect to the due and punctual payment of the principal of, premium, if any, and interest on all the Notes and the performance and observation of each covenant and agreement under this Indenture on the part of RMK to be performed or observed will become obligations of ARAMARK and unconditionally and irrevocably guaranteed by the Guarantors; and

WHEREAS, each of RMK, ARAMARK and each of the Guarantors has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, RMK, ARAMARK, the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

“144A Global Note” means a Global Note substantially in the form of Exhibit A-1 or Exhibit A-2 hereto, as the case may be, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in a denomination equal to the outstanding principal amount of the applicable series of Notes sold in reliance on Rule 144A.

“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

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

“Acquisition” means the transactions contemplated by the Transaction Agreement.

“Additional Fixed Rate Notes” means additional Fixed Rate Notes (other than the Initial Fixed Rate Notes and other than Exchange Notes issued for such Initial Fixed Rate Notes) issued from time to time under this Indenture in accordance with Sections 2.01 and 4.09 hereof.

“Additional Floating Rate Notes” means additional Floating Rate Notes (other than the Initial Floating Rate Notes and other than Exchange Notes issued for such Initial Floating Rate Notes) issued from time to time under this Indenture in accordance with Sections 2.01 and 4.09 hereof.

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

“Additional Notes” means Additional Fixed Rate Notes and Additional Floating Rate Notes.

“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.

“Agent” means any Registrar, Paying Agent or Calculation Agent.

“Applicable Premium” means, with respect to any Note on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of such 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 February 1, 2009 (with respect to any Floating Rate Note) or February 1, 2011 (with respect to any Fixed Rate Note) (each such redemption price being set forth in Section 3.07 hereof), plus (ii) all required interest payments due on such Note through February 1, 2009 (with respect to any Floating Rate Note, assuming that the rate of interest on the Floating Rate Notes for the period from the Redemption Date through February 1, 2009 will be equal to the rate of interest on the Floating Rate Notes in effect on the date on which the applicable notice of redemption is given) or February 1, 2011 (with respect to any Fixed Rate Note) (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 such Note.

“Applicable Procedures” means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository, Euroclear and/or Clearstream that apply to such transfer or exchange.

“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 Issuer 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 Section 4.09),

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 Issuer in a manner permitted pursuant to Section 5.01 hereof or any disposition that constitutes a Change of Control pursuant to this Indenture;
- (c) the making of any Permitted Investment or the making of any Restricted Payment that is not prohibited by Section 4.07 hereof;
- (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 Issuer or by the Issuer 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 Code (or comparable or successor provision), any exchange of like property (excluding any boot thereon) for use in a Similar Business;
- (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 (x) accounts receivable, or participations therein, in connection with any Receivables Facility and (y) assets, or participations therein, in connection with any Business Securitization Facility;
- (k) the unwinding of any Hedging Obligations; and

(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.

“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.”

“Bankruptcy Law” means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

“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 Issuer, a duly adopted resolution of the Board of Directors of the Issuer or any committee thereof.

“Broker-Dealer” has the meaning set forth in the Registration Rights Agreement.

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

“Business Securitization Facility” means any transaction or series of transactions that may be entered into by the Issuer or any of its Restricted Subsidiaries pursuant to which the Issuer or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (a) a Business Securitization Subsidiary (in the case of a transfer by the Issuer or any of its Subsidiaries and (b) any other Person (in the case of a transfer by a Business Securitization Subsidiary), or may grant a Lien in, any assets (whether now existing or arising in the future) of the Issuer or any of its Subsidiaries that are customarily granted in connection with asset securitization transactions similar to the Business Securitization Facility entered into; provided that such transaction or series of transactions meets the following conditions: (i) the Board of Directors of the Issuer shall have determined in good faith that such Business Securitization Facility (including the terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Issuer and the Business Securitization Subsidiary, (ii) all sales of assets to the Business Securitization Subsidiary are made at fair market value (as determined in good faith by the Issuer), (iii) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Issuer) and may include Standard Securitization Undertakings, (iv) no portion of the obligations under the Business Securitization Facility (contingent or otherwise) will (x) be incurred or guaranteed by the Issuer or any Restricted Subsidiary other than a Business Securitization Subsidiary (except for service performance guarantees pursuant to Standard Securitization Undertakings), (y) be recourse to the Issuer or any Restricted Subsidiary other than a Business Securitization Subsidiary, other than pursuant to Standard Securitization Undertakings or (z) subject any property or asset of

the Issuer or any other Restricted Subsidiary of the Issuer, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings and (v) the aggregate obligations under any Business Securitization Facilities will not exceed \$2,000.0 million at any one time outstanding.

“Business Securitization 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 the Issuer or a Restricted Subsidiary in connection with any Business Securitization Facility.

“Business Securitization Repurchase Obligation” means any obligation of the Issuer or a Restricted Subsidiary that is a seller of assets in a Business Securitization Facility to repurchase the assets it sold thereunder as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Business Securitization Subsidiary” means a Wholly-Owned Subsidiary of the Issuer which engages in no activities other than in connection with the financing of certain assets of the Issuer and its Subsidiaries, all proceeds thereof and all rights (continued and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Issuer as a Business Securitization Subsidiary and (a) with which none of the Issuer or any other Subsidiary of the Issuer has any material contract, agreement, arrangement or understanding other than on terms that the Issuer reasonably believes to be no less favorable to the Issuer or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Issuer and (b) to which neither the Issuer nor any other Subsidiary of the Issuer has any obligation to maintain or preserve such entity’s financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the Board of Directors of the Issuer shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of the Issuer giving effect to such designation and an Officers’ Certificate certifying that such designation complied with the forgoing conditions.

“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.

“Cash Equivalents” means:

- (1) United States of America dollars;
- (2)(a) Canadian dollars;
- (b) euros;
- (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 Issuer and its Subsidiaries, taken as a whole, to any Person other than a Permitted Holder; or

(2) the Issuer 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), 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 Issuer or any of its direct or indirect parent companies.

“Clearstream” means Clearstream Banking, Société Anonyme, and its successors.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute.

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

“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:

(1) 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 or Business Securitization 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

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

(3) interest income for such period, plus

(4) to the extent that 50% of the EBITDA attributable to SMG (a joint venture of the Issuer) or AIM Services Co., Ltd. is included in “EBITDA” of the Issuer 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 SMG (a joint venture of the Issuer) or AIM Services Co., Ltd., as applicable.

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 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 Issuer 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 Issuer, 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 Issuer 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 (3)(a) of Section 4.07(a) hereof, 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 Issuer 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 Issuer 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 Transactions or any acquisition that is consummated after the Issue Date, 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 SFAS #123R shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.07 hereof only (other than clause (3)(d) of Section 4.07(a) hereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Issuer and the Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Issuer and the Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Issuer 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 clause (3)(d) of Section 4.07(a) hereof.

“Consolidated Secured Debt Ratio” as of any date of determination means the ratio of (1) Consolidated Total Indebtedness of the Issuer 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 (2) the consolidated amount of EBITDA of the Issuer 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”.

“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 Issuer 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 Issuer 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, (3) the aggregate outstanding amount of advances relating to any Receivables Facility and (4) the aggregate outstanding amount of advances relating to any Business Securitization 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 this 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 Issuer.

“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,

(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 Issuer and/or other companies.

“Corporate Trust Office of the Trustee” shall be at the address of the Trustee specified in Section 12.02 hereof or such other address as to which the Trustee may give notice to the Holders and the Issuer.

“Custodian” means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

“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.

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06(c) hereof, substantially in the form of Exhibit A-1 or A-2 hereto, as the case may be, except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“Depository” means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depository with respect to the Notes, and any and all successors thereto appointed as Depository hereunder and having become such pursuant to the applicable provision of this Indenture.

“Designated Noncash Consideration” means the fair market value of noncash consideration received by the Issuer 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 Issuer, 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 Issuer 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 Issuer 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 Issuer 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 (3) of Section 4.07(a) hereof.

“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 Issuer 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 Issuer 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 Issuer, any of its subsidiaries, any of its direct or indirect parent companies or any other entity in which the Issuer or a Restricted Subsidiary has an Investment and is designated in good faith as an “affiliate” by the Board of Directors of the Issuer (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 Issuer 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 this 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

(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 Section 4.11 hereof; plus

(i) the amount of net cost savings projected by the Issuer 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 the Transactions or any acquisition or disposition by the Issuer 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 Issuer 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 Issuer 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 Issuer or net cash proceeds of issuance of Equity Interests of the Issuer (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 (3) of Section 4.07(a); plus

(k) the amount of expenses or charges reducing Net Income incurred prior to September 30, 2007 in respect of the delayed restart of operations at New Orleans Convention Center; provided that the Issuer has not otherwise determined to abandon the recommencement of operations at such facility; plus

(l) to the extent covered by insurance and actually reimbursed, or, so long as the Issuer 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 Statement of Financial Accounting Standards #133;

(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. and SMG (a joint venture of the Issuer) (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.

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

(1) public offerings with respect to the Issuer’s or any direct or indirect parent company’s common stock registered on Form S-4 or Form S-8;

(2) any such public or private sale that constitutes an Excluded Contribution; and

(3) an issuance to any Subsidiary of the Issuer.

“euro” means the single currency of participating member states of the EMU.

“Euroclear” means Euroclear S.A./N.V., as operator of the Euroclear system.

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

“Exchange Notes” means the Notes issued in the Exchange Offer pursuant to Section 2.06(f) hereof.

“Exchange Offer” has the meaning set forth in the Registration Rights Agreement.

“Exchange Offer Registration Statement” has the meaning set forth in the Registration Rights Agreement.

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

- (1) contributions to its common equity capital (other than from the proceeds of Designated Preferred Stock); and
- (2) the sale (other than to a Subsidiary of the Issuer or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Issuer) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Issuer,

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 Issuer 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 (3) of Section 4.07(a) hereof.

“Existing Indebtedness” means Indebtedness of the Issuer or the Restricted Subsidiaries in existence on the Issue Date, plus interest accruing thereon.

“Existing Indenture” means the Indenture dated as of April 8, 2002, by and between ARAMARK Services, Inc. and The Bank of New York, as trustee (as successor trustee to J.P. Morgan Trust Company, N.A.), pursuant to which the Existing 2012 Notes have been issued, as the same may be amended from time to time.

“Existing Other Notes” means the \$300.0 million aggregate principal amount of 6.375% Notes due February 2008 issued by the Issuer, \$300.0 million aggregate principal amount of 7.00% Notes due May 2007 issued by the Issuer and \$30.7 million aggregate principal amount of 7.25% Notes due August 2007 issued by the Issuer, in each case issued pursuant to the indentures applicable thereto.

“Existing 2012 Notes” means the \$250,000,000 aggregate principal amount of 5.00% Senior Notes due 2012 issued by ARAMARK Services, Inc. pursuant to the Existing Indenture.

“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 Issuer 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”).

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 Issuer 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 Issuer 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 Issuer. 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 Issuer 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 Issuer may designate.

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

- (1) Consolidated Interest Expense of such Person for such period;
- (2) 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 Issuer in order to permit the payment of dividends by such parent company on its Designated Preferred Stock) during such period; and
- (3) all cash dividend payments or other distributions (excluding items eliminated in consolidation) on any series of Disqualified Stock made during such period.

“Fixed Rate Notes” means the Initial Fixed Rate Notes and any Additional Fixed Rate Notes.

“Floating Rate Notes” means the Initial Floating Rate Notes and any Additional Floating Rate Notes.

“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, the District of Columbia, or any territory thereof.

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

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

“Global Note Legend” means the legend set forth in Section 2.06(g)(ii) hereof, which is required to be placed on all Global Notes issued under this Indenture.

“Global Notes” means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes, substantially in the form of Exhibit A-1 or A-2 hereto, as the case may be, issued in accordance with Section 2.01, 2.06(b), 2.06(d) or 2.06(f) hereof.

“Government Securities” means securities that are:

- (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or
- (2) 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 Issuer’s Obligations under this Indenture and the Notes.

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

“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,

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

(a) in respect of borrowed money;

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

(c) 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

(d) 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;

(2) 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 (1) 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;

(3) to the extent not otherwise included, the obligations of the type referred to in clause (1) 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;

(4) Attributable Debt in respect of Sale and Lease-Back Transactions; and

(5) obligations under, or in respect of, any Business Securitization Facility;

provided, however, that notwithstanding the foregoing, Indebtedness shall 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.

“Indenture” means this Indenture, as amended or supplemented from time to time.

“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 Issuer, qualified to perform the task for which it has been engaged and that is independent from the Issuer and its Affiliates.

“Indirect Participant” means a Person who holds a beneficial interest in a Global Note through a Participant.

“Initial Fixed Rate Notes” as defined in the recitals hereto.

“Initial Floating Rate Notes” as defined in the recitals hereto.

“Initial Notes” means the Initial Fixed Rate Notes and the Initial Floating Rate Notes.

“Initial Purchasers” means J.P. Morgan Securities Inc., Goldman, Sachs & Co., Citigroup Global Markets, Inc., Wachovia Capital Markets, LLC, Barclays Capital Inc., Calyon Securities (USA) Inc., NatCity Investments, Inc., HVB Capital Markets, Inc., PNC Capital Markets, LLC, GE Capital Markets, Inc., Rabo Securities USA, Inc., Mitsubishi UFJ Securities International plc, Mizuho International plc and Greenwich Capital Markets, Inc.

“Interest Payment Date” means (a) with respect to the Fixed Rate Notes, February 1 and August 1 of each year to stated maturity and (b) with respect to the Floating Rate Notes, February 1, May 1, August 1 and November 1 of each year to stated maturity.

“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 Issuer 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, commissions, travel and similar 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 Section 4.07 hereof:

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

(a) the Issuer’s “Investment” in such Subsidiary at the time of such redesignation, less

(b) the portion (proportionate to the Issuer’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 Issuer.

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 Issuer or any Guarantor of the obligations of a primary obligor in favor of the Issuer or any Guarantor shall be deemed to be an Investment by the Issuer or any Guarantor in the Issuer or any Guarantor.

“Issue Date” means January 26, 2007.

“Issuer” means (a) prior to the consummation of the Acquisition, RMK Acquisition Corporation and not any of its Affiliates and (b) from and after the consummation of the Acquisition, ARAMARK Corporation and not any of its Subsidiaries; provided that when used in the context of determining the fair market value of an asset or liability under this Indenture, “Issuer” shall, unless otherwise expressly stated, be deemed to mean the Board of Directors of the Issuer when the fair market value of such asset or liability is equal to or in excess of \$100.0 million.

“Issuer Order” means a written request or order signed on behalf of the Issuer by an Officer of the Issuer, who must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer, and delivered to the Trustee.

“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.

“Letter of Transmittal” means the letter of transmittal to be prepared by the Issuer and sent to all Holders of the Notes for use by such Holders in connection with the Exchange Offer.

“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 Issuer (or its direct parent) who are holders of Equity Interests of any direct or indirect parent companies of the Issuer on the Issue Date or will become holders of such Equity Interests in connection with the Transactions.

“Merger” means the merger of RMK Acquisition Corporation with and into ARAMARK Corporation pursuant to the Merger Agreement.

“Merger Agreement” means the Agreement and Plan of Merger by and among RMK Acquisition Corporation, RMK Finance LLC and ARAMARK Corporation, dated as of August 8, 2006.

“Moody’ s” means Moody’ s Investors Service, Inc. and any successor to its rating agency business.

“Net Income” means, with respect to any Person, the net income (loss) of 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 Issuer 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 Section 4.10(b) hereof) to be paid as a result of such transaction and any deduction of appropriate amounts to be provided by the Issuer as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer 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.

“Non-U.S. Person” means a Person who is not a U.S. Person.

“Notes” means the Initial Fixed Rate Notes and the Initial Floating Rate Notes and more particularly means any Note authenticated and delivered under this Indenture. For all purposes of this Indenture, the term “Notes” shall also include any Additional Fixed Rate Notes and Additional Floating Rate Notes that may be issued under a supplemental indenture. The Fixed Rate Notes (including any Exchange Notes issued in exchange therefor) and the Floating Rate Notes (including any Exchange Notes issued in exchange therefor) are separate series of Notes, but shall be treated as a single class for all purposes under this Indenture, except as set forth herein. For purposes of this Indenture, all references to

Notes to be issued or authenticated upon transfer, replacement or exchange shall be deemed to refer to Notes of the applicable series.

“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.

“Offering Memorandum” means the offering memorandum, dated January 17, 2007, relating to the sale of the Initial Notes.

“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 Issuer.

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

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer or the Trustee.

“Participant” means, with respect to the Depository, Euroclear or Clearstream, a Person who has an account with the Depository, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

“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 Issuer or any of its Restricted Subsidiaries and another Person that is not the Issuer or any of its Restricted Subsidiaries; provided that any cash or Cash Equivalents received must be applied in accordance with Section 4.10 hereof.

“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 Issuer 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 this Indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

“Permitted Investments” means:

- (1) any Investment in the Issuer or any Restricted Subsidiary;

-
- (2) any Investment in cash and Cash Equivalents or Investment Grade Securities;
- (3)(i) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person that is engaged in a Similar Business if as a result of such Investment:
- (a) such Person becomes a Restricted Subsidiary of the Issuer, or
 - (b) 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 Issuer or a Restricted Subsidiary of the Issuer, 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;
- (4) 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 Section 4.10 hereof or any other disposition of assets not constituting an Asset Sale;
- (5) any Investment existing on the Issue Date or made pursuant to legally binding written commitments in existence on the Issue Date;
- (6) 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;
- (7) any Investment acquired by the Issuer or any Restricted Subsidiary:
- (a) in exchange for any other Investment or accounts receivable held by the Issuer 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,
 - (b) in satisfaction of judgments against other Persons, or
 - (c) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;
- (8) Hedging Obligations permitted under clause (12) of Section 4.09(b) hereof;
- (9) 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 Issuer or any direct or indirect parent company thereof under compensation plans approved by the Board of Directors of the Issuer (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 Issuer, such net proceeds are contributed to the Issuer;
- (10) Investments the payment for which consists of Equity Interests of the Issuer, 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 (3) of Section 4.07(a) hereof;

(11) guarantees of Indebtedness permitted under Section 4.09, performance guarantees in the ordinary course of business and guarantees of the Issuer or any Restricted Subsidiary to any employee benefit plan of the Issuer and its Restricted Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary of any such plan;

(12) any transaction to the extent it constitutes an Investment that is permitted and made in accordance with the provisions of Section 4.11(b) hereof (except transactions described in clauses (2), (6) and (11) of Section 4.11(b) hereof);

(13) 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;

(14) Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (14) 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 (14) shall not exceed the greater of (x) \$250.0 million and (y) 2.5% of Total Assets;

(15) Investments relating to a Receivables Facility or a Business Securitization Facility;

(16) 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 Issuer or any of its Restricted Subsidiaries is a party on the Issue Date;

(17) Investments consisting of purchases and acquisition of assets or services in the ordinary course of business; and

(18) 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 (1) of Section 4.09(b) hereof (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;

(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 Issuer or any Restricted Subsidiary;

(9) Liens on property at the time the Issuer or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Issuer 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 Issuer or any Restricted Subsidiary;

(10) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary permitted to be incurred in accordance with Section 4.09 hereof;

(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 Issuer 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 Issuer and its Restricted Subsidiaries in the ordinary course of business;

(14) Liens in favor of the Issuer or any Guarantor;

(15) Liens on inventory or equipment of the Issuer or any Restricted Subsidiary granted in the ordinary course of business to the Issuer's clients 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 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 this 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 (6), (19), (20) and (22)(i) of Section 4.09(b) hereof; provided that (A) Liens securing Indebtedness permitted to be incurred pursuant to clause (19) 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 (20) 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 Section 6.01 hereof, 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 Issuer or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Issuer and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer 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 Section 4.09 hereof; 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 this 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 Section 4.09; 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; and

(29) Liens securing the Notes and the Guarantees.

“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.

“Private Placement Legend” means the legend set forth in Section 2.06(g)(i) hereof to be placed on all Notes issued under this Indenture, except where otherwise permitted by the provisions of this Indenture.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“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 Issuer 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 Issuer 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 Issue Date 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 Issuer and its Restricted Subsidiaries pursuant to which the Issuer 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.

“Record Date” for the interest or Additional Interest, if any, payable on any applicable Interest Payment Date means February 1 or August 1 (whether or not a Business Day) next preceding such Interest Payment Date.

“Registration Rights Agreement” means the Registration Rights Agreement dated as of the Issue Date, among RMK, ARAMARK, the Guarantors and the Initial Purchasers.

“Regulation S” means Regulation S promulgated under the Securities Act.

“Regulation S Global Note” means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

“Regulation S Permanent Global Note” means a permanent Global Note in the form of Exhibit A-1 or Exhibit A-2 hereto, as the case may be, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note of the applicable series upon expiration of the Restricted Period.

“Regulation S Temporary Global Note” means a temporary Global Note in the form of Exhibit A-1 or Exhibit A-2 hereto, as the case may be, bearing the Global Note Legend, the Private Placement Legend and the Regulation S Temporary Global Note Legend and deposited with or on behalf of and registered in the name of the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes of the applicable series initially sold in reliance on Rule 903.

“Regulation S Temporary Global Note Legend” means the legend set forth in Section 2.06(g)(iii) hereof.

“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 Issuer or a Restricted Subsidiary in

exchange for assets transferred by the Issuer 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.

“Responsible Officer” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee having direct responsibility for the administration of this Indenture, or any other officer to whom any corporate trust matter is referred because of such Person’s knowledge of and familiarity with the particular subject.

“Restricted Definitive Note” means a Definitive Note bearing the Private Placement Legend.

“Restricted Global Note” means a Global Note bearing the Private Placement Legend.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Period” means the 40-day distribution compliance period as defined in Regulation S.

“Restricted Subsidiary” means, at any time, any direct or indirect Subsidiary of the Issuer (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.”

“Rule 144” means Rule 144 promulgated under the Securities Act.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Rule 903” means Rule 903 promulgated under the Securities Act.

“Rule 904” means Rule 904 promulgated under the Securities Act.

“S&P” means Standard & 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 Issuer or any Restricted Subsidiary of any real or tangible personal property, which property has been or is to be sold or transferred by the Issuer 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, to be entered into as of the Issue Date, among the Issuer, the guarantors party thereto, the lenders party thereto in their capacity as lenders and Citibank, 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 Section 4.09 hereof).

“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:

- (a) any obligation of such Person to the Issuer or any Subsidiary or to any joint venture in which the Issuer or any Restricted Subsidiary has an interest;
- (b) any liability for Federal, state, local or other taxes owed or owing by such Person;
- (c) any accounts payable or other liability to trade creditors in the ordinary course of business (including guarantees thereof as instruments evidencing such liabilities);
- (d) any Indebtedness or other Obligation of such Person which is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person;
- (e) that portion of any Indebtedness which at the time of incurrence is incurred in violation of this Indenture; or
- (f) solely for the purpose of Section 4.10 hereof, the Existing 2012 Notes.

“Shelf Registration Statement” means the Shelf Registration Statement as defined in the Registration Rights Agreement.

“Significant Subsidiary” means any Restricted Subsidiary of the Issuer 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 Issuer 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.

“Standard Securitization Undertakings” means representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary of the Issuer that the Issuer has determined in good faith to be customary in financings similar to a Business Securitization Facility, including without limitation, those relating to the servicing of the assets of a Business Securitization Subsidiary, it being understood that any Business Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

“Subordinated Indebtedness” means,

- (1) with respect to the Issuer, any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes,
- (2) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to the Guarantee of such Guarantor, and
- (3) solely with respect to Section 4.07, the Existing Other 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 Issuer and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the Issuer.

“Transaction Agreement” means the Agreement and Plan of Merger, dated as of August 8, 2006 between RMK Acquisition Corporation and ARAMARK Corporation as the same may be amended prior to the Issue Date.

“Transactions” means the Merger, including the payment of the merger consideration in connection therewith, the investment by the Sponsors, members of management and the Co-Investors, the issuance of the Notes and the execution of, and borrowings on the Issue Date under, the Senior Credit Facilities and the Receivables Facility, in each case as in effect on the Issue Date, the pledge and security arrangements in connection with the foregoing, the refinancing of certain Indebtedness in connection with the foregoing (including the redemption of the Existing Other Notes) and the related transactions described in the Offering Memorandum.

“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 February 1, 2009 (in the case of Floating Rate Notes) or February 1, 2011 (in the case of Fixed Rate Notes); provided, however, that if the period from the Redemption Date to February 1, 2009 (in the case of Floating Rate Notes) or February 1, 2011 (in the case of Fixed Rate Notes) 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.

“Trust Indenture Act” means the Trust Indenture Act of 1939, as amended (15 U.S.C §§ 77aaa-77bbbb).

“Trustee” means The Bank of New York, as trustee, until a successor replaces it in accordance with the applicable provisions of this Indenture and, thereafter, means the successor serving hereunder.

“Unrestricted Definitive Note” means one or more Definitive Notes that do not bear and are not required to bear the Private Placement Legend.

“Unrestricted Global Note” means a permanent Global Note, substantially in the form of Exhibit A-1 or A-2 attached hereto, as the case may be, that bears the Global Note Legend and that has the “Schedule of Exchanges of Interests in the Global Note” attached thereto, and that is deposited with or on behalf of and registered in the name of the Depository, representing Notes that do not bear the Private Placement Legend.

“Unrestricted Subsidiary” means

- (1) any Subsidiary of the Issuer which at the time of determination is an Unrestricted Subsidiary (as designated by the Issuer, as provided below), and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Issuer may designate any Subsidiary of the Issuer (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 Issuer or any Subsidiary of the Issuer (other than any Subsidiary of the Subsidiary to be so designated); provided that

- (1) 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 Issuer,

(2) such designation complies with Section 4.07 hereof, and

(3) each of:

(a) the Subsidiary to be so designated, and

(b) 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 Issuer or any Restricted Subsidiary.

The Issuer 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 Issuer could incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test described in Section 4.09(a) hereof, or

(2) the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries would be greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such designation, in each case on a pro forma basis taking into account such designation.

Any such designation by the Issuer shall be notified by the Issuer 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.

"U.S. Person" means a U.S. person as defined in Rule 902(k) under the Securities Act.

"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.

Section 1.02 Other Definitions.

Term	Defined in Section
“Affiliate Transaction”	4.11
“Asset Sale Offer”	4.10
“Authentication Order”	2.02
“Calculation Agent”	2.03
“Change of Control Offer”	4.14
“Change of Control Payment”	4.14
“Change of Control Payment Date”	4.14
“Covenant Defeasance”	8.03
“Covenant Suspension Event”	4.17
“DTC”	2.03
“Event of Default”	6.01
“Excess Proceeds”	4.10
“incur”	4.09
“Legal Defeasance”	8.02
“Note Register”	2.03
“Offer Amount”	3.09

“Offer Period”	3.09
“Paying Agent”	2.03
“Permitted Debt”	4.09
“Purchase Date”	3.09
“Redemption Date”	3.07
“Refinancing Indebtedness”	4.09
“Refunding Capital Stock”	4.07
“Registrar”	2.03
“Restricted Payments”	4.07
“Retired Capital Stock”	4.07
“Reversion Date”	4.17
“Successor Company”	5.01
“Successor Person”	5.01
“Suspended Covenants”	4.17
“Suspension Period”	4.17

Section 1.03 Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the Trust Indenture Act, the provision is incorporated by reference in and made a part of this Indenture.

The following Trust Indenture Act terms used in this Indenture have the following meanings:

“indenture securities” means the Notes;

“indenture security holder” means a Holder of a Note;

“indenture to be qualified” means this Indenture;

“indenture trustee” or “institutional trustee” means the Trustee; and

“obligor” on the Notes and the Guarantees means the Issuer and the Guarantors, respectively, and any successor obligor upon the Notes and the Guarantees, respectively.

All other terms used in this Indenture that are defined by the Trust Indenture Act, defined by Trust Indenture Act reference to another statute or defined by SEC rule under the Trust Indenture Act have the meanings so assigned to them.

Section 1.04 Rules of Construction.

Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) “or” is not exclusive;
- (d) words in the singular include the plural, and in the plural include the singular;
- (e) “will” shall be interpreted to express a command;
- (f) provisions apply to successive events and transactions;
- (g) references to sections of, or rules under, the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time;
- (h) unless the context otherwise requires, any reference to an “Article,” “Section” or “clause” refers to an Article, Section or clause, as the case may be, of this Indenture; and
- (i) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not any particular Article, Section, clause or other subdivision.

Section 1.05 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or the holding by any Person of a Note, shall be sufficient for any purpose of this Indenture and (subject to Section 7.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 1.05.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing

such instrument or writing acknowledged to him the execution thereof. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the Person executing the same. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of any action taken, suffered or omitted by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

(e) The Issuer may, in the circumstances permitted by the Trust Indenture Act, set a record date for purposes of determining the identity of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or take any other act, or to vote or consent to any action by vote or consent authorized or permitted to be given or taken by Holders. Unless otherwise specified, if not set by the Issuer prior to the first solicitation of a Holder made by any Person in respect of any such action, or in the case of any such vote, prior to such vote, any such record date shall be the later of 30 days prior to the first solicitation of such consent or the date of the most recent list of Holders furnished to the Trustee prior to such solicitation.

(f) Without limiting the foregoing, a Holder entitled to take any action hereunder with regard to any particular Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents, each of which may do so pursuant to such appointment with regard to all or any part of such principal amount. Any notice given or action taken by a Holder or its agents with regard to different parts of such principal amount pursuant to this paragraph shall have the same effect as if given or taken by separate Holders of each such different part.

(g) Without limiting the generality of the foregoing, a Holder, including DTC that is the Holder of a Global Note, may make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and DTC that is the Holder of a Global Note may provide its proxy or proxies to the beneficial owners of interests in any such Global Note through such depository's standing instructions and customary practices.

(h) The Issuer may fix a record date for the purpose of determining the Persons who are beneficial owners of interests in any Global Note held by DTC entitled under the procedures of such depository to make, give or take, by a proxy or proxies duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders. If such a record date is fixed, the Holders on such record date or their duly appointed proxy or proxies, and only such Persons, shall be entitled to make, give or take such request, demand, authorization, direction, notice, consent, waiver or other action, whether or not such Holders remain Holders after such record date. No such request, demand, authorization, direction, notice, consent, waiver or other action shall be valid or effective if made, given or taken more than 90 days after such record date.

Section 2.01 Form and Dating; Terms.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A-1 (in the case of the Fixed Rate Notes) and Exhibit A-2 (in the case of the Floating Rate Notes) hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rules or usage. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000.

(b) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A-1 (in the case of the Fixed Rate Notes) and Exhibit A-2 (in the case of the Floating Rate Notes) attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A-1 (in the case of the Fixed Rate Notes) and Exhibit A-2 (in the case of the Floating Rate Notes) attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent up to the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Temporary Global Notes. Notes offered and sold in reliance on Regulation S shall be issued initially in the form of the Regulation S Temporary Global Note, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for the Depository, and registered in the name of the Depository or the nominee of the Depository for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided. The Restricted Period shall be terminated upon the receipt by the Trustee of:

(i) a written certificate from the Depository, together with copies of certificates from Euroclear and Clearstream certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of each Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a 144A Global Note bearing a Private Placement Legend, all as contemplated by Section 2.06(b) hereof); and

(ii) an Officers' Certificate from the Issuer.

Following the termination of the Restricted Period, beneficial interests in each Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note of the same series pursuant to the Applicable Procedures. Simultaneously with the authentication of the corresponding Regulation S Permanent Global Note, the Trustee shall cancel the corresponding Regulation S Temporary Global Note. The aggregate principal amount of a Regulation S Temporary

Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(d) Terms. The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is unlimited.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

The Notes shall be subject to repurchase by the Issuer pursuant to an Asset Sale Offer as provided in Section 4.10 hereof or a Change of Control Offer as provided in Section 4.14 hereof. The Notes shall not be redeemable, other than as provided in Article 3.

Additional Notes ranking pari passu with the Initial Notes may be created and issued from time to time by the Issuer without notice to or consent of the Holders and shall be consolidated with and form a single class with the Initial Notes and shall have the same terms as to status, redemption or otherwise as the Initial Notes; provided that the Issuer's ability to issue Additional Notes shall be subject to the Issuer's compliance with Section 4.09 hereof. Any Additional Notes shall be issued with the benefit of an indenture supplemental to this Indenture.

(e) Euroclear and Clearstream Procedures Applicable. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Temporary Global Note and the Regulation S Permanent Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.02 Execution and Authentication.

At least one Officer shall execute the Notes on behalf of the Issuer by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be entitled to any benefit under this Indenture or be valid or obligatory for any purpose until authenticated substantially in the form of Exhibit A-1 or Exhibit A-2 attached hereto, as the case may be, by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been duly authenticated and delivered under this Indenture.

On the Issue Date, the Trustee shall, upon receipt of an Issuer Order (an "Authentication Order"), authenticate and deliver (i) the Initial Fixed Rate Notes and (ii) the Initial Floating Rate Notes. In addition, at any time, from time to time, the Trustee shall upon an Authentication Order authenticate and deliver any Additional Notes and Exchange Notes for an aggregate principal amount specified in such Authentication Order for such Additional Notes or Exchange Notes issued hereunder.

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference

in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuer.

Section 2.03 Registrar, Paying Agent and Calculation Agent.

The Issuer shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (“Registrar”) and an office or agency where Notes may be presented for payment (“Paying Agent”). In addition, there shall be a Calculation Agent for purposes of the Floating Rate Notes (the “Calculation Agent”). The Registrar shall keep a register of the Notes (“Note Register”) and of their transfer and exchange. The Issuer may appoint one or more co-registrars and one or more additional paying agents. The term “Registrar” includes any co-registrar and the term “Paying Agent” includes any additional paying agent. The Issuer may change any Paying Agent, Registrar or Calculation Agent without prior notice to any Holder.

The Issuer shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar, Paying Agent or Calculation Agent, the Trustee shall act as such Paying Agent or Registrar. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

The Issuer initially appoints The Depository Trust Company (“DTC”) to act as Depository with respect to the Global Notes. The Issuer initially appoints the Trustee to act as the Paying Agent, Registrar and Calculation Agent for the Notes and to act as Custodian with respect to the Global Notes.

Section 2.04 Paying Agent to Hold Money in Trust.

The Issuer shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or Additional Interest, if any, or interest on the Notes, and will notify the Trustee of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary) shall have no further liability for the money. If the Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee shall serve as Paying Agent for the Notes.

Section 2.05 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with Trust Indenture Act Section 312(a). If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee at least two Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Issuer shall otherwise comply with Trust Indenture Act Section 312(a).

Section 2.06 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. Except as otherwise set forth in this Section 2.06, a Global Note may be transferred, in whole and not in part, only to another nominee of the

Depository or to a successor Depository or a nominee of such successor Depository. A beneficial interest in a Global Note may not be exchanged for a Definitive Note unless (i) the Depository (x) notifies the Issuer that it is unwilling or unable to continue as Depository for such Global Note or (y) has ceased to be a clearing agency registered under the Exchange Act and, in either case, a successor Depository is not appointed by the Issuer within 120 days or (ii) there shall have occurred and be continuing a Default with respect to the Notes. Upon the occurrence of any of the preceding events in (i) or (ii) above, Definitive Notes delivered in exchange for any Global Note of the same series or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depository (in accordance with its customary procedures). Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note of the same series or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note, except for Definitive Notes issued subsequent to any of the preceding events in (i) or (ii) above and pursuant to Section 2.06(c) hereof. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a); provided, however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) or (f) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; provided, however, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Temporary Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(i) hereof, the transferor of such beneficial interest must deliver to the Registrar either (A) (1) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) (1) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to cause to be issued a Definitive Note of the same series in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depository to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above; provided that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S Temporary Global Note prior

to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903. Upon consummation of an Exchange Offer by the Issuer in accordance with Section 2.06(f) hereof, the requirements of this Section 2.06(b)(ii) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Notes. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(h) hereof.

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(ii) hereof and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof; or

(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof.

(iv) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(ii) hereof and:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Issuer;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note of the same series, a certificate from such Holder substantially in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note of the same series, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (B) or (D) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (B) or (D) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(i) Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon the occurrence of any of the events in paragraph (i) or (ii) of Section 2.06(a) hereof and receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder substantially in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to the Issuer or any of its Restricted Subsidiaries, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(F) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Issuer shall execute and the Trustee shall authenticate and mail to the Person designated in the instructions a Definitive Note in the applicable principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall mail such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(i) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(ii) Beneficial Interests in Regulation S Temporary Global Note to Definitive Notes. Notwithstanding Sections 2.06(c)(i)(A) and (C) hereof, a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) of the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(iii) Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only upon the occurrence of any of the events in subsection (i) or (ii) of Section 2.06(a) hereof and if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Issuer;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder substantially in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(2) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the

form of an Unrestricted Definitive Note, a certificate from such holder substantially in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iv) Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon the occurrence of any of the events in subsection (i) or (ii) of Section 2.06(a) hereof and satisfaction of the conditions set forth in Section 2.06(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Issuer shall execute and the Trustee shall authenticate and mail to the Person designated in the instructions a Definitive Note in the applicable principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from or through the Depository and the Participant or Indirect Participant. The Trustee shall mail such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(iv) shall not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(i) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder substantially in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to the Issuer or any of its Restricted Subsidiaries, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(F) if such Restricted Definitive Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate substantially in the form of Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the applicable Restricted Global Note, in the case of clause (B) above, the applicable 144A Global Note, and in the case of clause (C) above, the applicable Regulation S Global Note.

(ii) Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Issuer;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder substantially in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(2) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder substantially in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(ii), the Trustee shall cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(iii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to subparagraph (ii)(B), (ii)(D) or (iii) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e):

(i) Restricted Definitive Notes to Restricted Definitive Notes. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to a QIB in accordance with Rule 144A, then the transferor must deliver a certificate substantially in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; or

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications required by item (3) thereof, if applicable.

(ii) Restricted Definitive Notes to Unrestricted Definitive Notes. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (1) a Broker-Dealer, (2) a Person participating in the distribution of the Exchange Notes or (3) a Person who is an affiliate (as defined in Rule 144) of the Issuer;

(B) any such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) any such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(1) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder substantially in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(2) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder substantially in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (D), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Exchange Offer. Upon the occurrence of the Exchange Offer in accordance with the Registration Rights Agreement, the Issuer shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate (i) one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Notes of the same series tendered for acceptance by Persons that certify in the applicable Letters of Transmittal that (x) they are not Broker-Dealers, (y) they are not participating in a distribution of the Exchange Notes and (z) they are not affiliates (as defined in Rule 144) of the Issuer, and accepted for exchange in the Exchange Offer and (ii) Unrestricted Definitive Notes in an aggregate principal amount equal to the principal amount of the Restricted Definitive Notes of the same series tendered for acceptance by Persons that certify in the applicable Letters of Transmittal that (x) they are not Broker-Dealers, (y) they are not participating in a distribution of the Exchange Notes and (z) they are not affiliates (as defined in Rule 144) of the Issuer, and accepted for exchange in the Exchange Offer. Concurrently with the issuance of such Notes, the Trustee shall cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Issuer shall execute and the Trustee shall authenticate and mail to the Persons designated by the Holders of Definitive Notes so accepted Unrestricted Definitive Notes in the applicable principal amount. Any Notes that remain outstanding after the consummation of the Exchange Offer, and Exchange Notes issued in connection with the Exchange Offer, shall be treated as a single class of securities under this Indenture.

(g) Legends. The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture:

(i) Private Placement Legend.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution therefor) shall bear the legend in substantially the following form:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS [IN THE CASE OF RULE 144A NOTES: TWO YEARS] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER’ S AND THE TRUSTEE’ S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraph (b)(iv), (c)(iii), (c)(iv), (d)(ii), (d)(iii), (e)(ii), (e)(iii) or (f) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(ii) Global Note Legend. Each Global Note shall bear a legend in substantially the following form:

“THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06(h) OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

(iii) Regulation S Temporary Global Note Legend. The Regulation S Temporary Global Note shall bear a legend in substantially the following form:

“THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN).”

(h) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time

prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(i) General Provisions Relating to Transfers and Exchanges.

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer or the Trustee may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.07, 2.10, 3.06, 3.09, 4.10, 4.14 and 9.05 hereof).

(iii) Neither the Registrar nor the Issuer shall be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(v) The Issuer shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a Record Date and the next succeeding Interest Payment Date.

(vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and interest (including Additional Interest, if any) on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuer shall be affected by notice to the contrary.

(vii) Upon surrender for registration of transfer of any Note at the office or agency of the Issuer designated pursuant to Section 4.02 hereof, the Issuer shall execute, and the Trustee shall authenticate and mail, in the name of the designated transferee or transferees, one or more replacement Notes of any authorized denomination or denominations of a like aggregate principal amount.

(viii) At the option of the Holder, Notes may be exchanged for other Notes of any authorized denomination or denominations of a like aggregate principal amount upon surrender of the Notes to be exchanged at such office or agency. Whenever any Global Notes or Definitive Notes are so surrendered

for exchange, the Issuer shall execute, and the Trustee shall authenticate and mail, the replacement Global Notes and Definitive Notes which the Holder making the exchange is entitled to in accordance with the provisions of Section 2.02 hereof.

(ix) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

Section 2.07 Replacement Notes.

If any mutilated Note is surrendered to the Trustee, the Registrar or the Issuer and the Trustee receives evidence to its satisfaction of the ownership and destruction, loss or theft of any Note, the Issuer shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuer, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer may charge for its expenses in replacing a Note.

Every replacement Note is a contractual obligation of the Issuer and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08 Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Issuer, a Subsidiary or an Affiliate of any thereof) holds, on a Redemption Date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.09 Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer, or by any Affiliate of the Issuer, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to deliver any such direction, waiver or consent with respect to the Notes and that the pledgee is not the Issuer or any obligor upon the Notes or any Affiliate of the Issuer or of such other obligor.

Section 2.10 Temporary Notes.

Until certificates representing Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Issuer considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

Holders and beneficial holders, as the case may be, of temporary Notes shall be entitled to all of the benefits accorded to Holders, or beneficial holders, respectively, of Notes under this Indenture.

Section 2.11 Cancellation.

The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee or, at the direction of the Trustee, the Registrar or the Paying Agent and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy cancelled Notes (subject to the record retention requirement of the Exchange Act). Certification of the destruction of all cancelled Notes shall be delivered to the Issuer upon the Issuer's written request. The Issuer may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.12 Defaulted Interest.

If the Issuer defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Issuer shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such defaulted interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such defaulted interest as provided in this Section 2.12. The Trustee shall fix or cause to be fixed each such special record date and payment date; provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. The Trustee shall promptly notify the Issuer of such special record date. At least 15 days before the special record date, the Issuer (or, upon the written request of the Issuer, the Trustee in the name and at the expense of the Issuer) shall mail or cause to be mailed, first-class postage prepaid, to each Holder a notice at his or her address as it appears in the Note Register that states the special record date, the related payment date and the amount of such interest to be paid.

Subject to the foregoing provisions of this Section 2.12 and for greater certainty, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

Section 2.13 CUSIP Numbers

The Issuer in issuing the Notes may use CUSIP numbers (if then generally in use) and, if so, the Trustee shall use CUSIP numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will as promptly as practicable notify the Trustee of any change in the CUSIP numbers.

ARTICLE 3

REDEMPTION

Section 3.01 Notices to Trustee.

If the Issuer elects to redeem Fixed Rate Notes or Floating Rate Notes pursuant to Section 3.07 hereof, it shall furnish to the Trustee, at least 2 Business Days before notice of redemption is required to be mailed or caused to be mailed to Holders pursuant to Section 3.03 hereof but not more than 60 days before a Redemption Date, an Officers' Certificate setting forth (i) the paragraph or subparagraph of such Note and/or Section of this Indenture pursuant to which the redemption shall occur, (ii) the Redemption Date, (iii) the principal amount of the Fixed Rate Notes or Floating Rate Notes, as the case may be, to be redeemed and (iv) the redemption price.

Section 3.02 Selection of Notes to Be Redeemed or Purchased.

If less than all of the Fixed Rate Notes or Floating Rate Notes, as the case may be, are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed or purchased (a) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed or (b) if the Notes are not so listed, on a pro rata basis or, to the extent that selection on a pro rata basis is not practicable, by lot or by such other method the Trustee considers fair and appropriate. In the event of partial redemption or purchase by lot, the particular Notes to be redeemed or purchased shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the Redemption Date by the Trustee from the outstanding Notes not previously called for redemption or purchase.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected shall be in amounts of \$2,000 or whole multiples of \$1,000 in excess of \$2,000; no Notes of \$2,000 or less can be redeemed in part, except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder, even if not a multiple of \$2,000, shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

Section 3.03 Notice of Redemption.

Subject to Section 3.09 hereof, notices of redemption shall be mailed by first-class mail, postage prepaid, at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed 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 Article 8 or Article 11 hereof. Except as set forth in Section 3.07(c) and Section 3.07(d) hereof, notices of redemption may not be conditional.

The notice shall identify the Notes to be redeemed and shall state:

(a) the Redemption Date;

(b) the redemption price;

(c) if any Note is to be redeemed in part only, the portion of the principal amount of that Note that is to be redeemed and that, after the Redemption Date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion of the original Note representing the same indebtedness to the extent not redeemed will be issued in the name of the Holder of the Notes upon cancellation of the original Note;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Issuer defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the Redemption Date;

(g) the paragraph or subparagraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed;

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes; and

(i) if in connection with a redemption pursuant to Section 3.07(c) or 3.07(d) hereof, any condition to such redemption.

At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at its expense; provided that the Issuer shall have delivered to the Trustee, at least 2 Business Days before notice of redemption is required to be mailed or caused to be mailed to Holders pursuant to this Section 3.03 (unless a shorter notice shall be agreed to by the Trustee), an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04 Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the Redemption Date at the redemption price (except (i) when given in connection with a transaction (or series of related transactions) that constitutes a Change of Control, in which case such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the Change of Control and (ii) as provided for in Section 3.07(c) and 3.07(d) hereof). The notice, if mailed in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. In any case, failure to give such notice by mail or any defect in the notice to the Holder of any Note designated for redemption in whole or in part shall not affect the validity of the proceedings for the redemption of any other Note. Subject to Section 3.05 hereof, on and after the Redemption Date, interest ceases to accrue on Notes or portions of Notes called for redemption.

Section 3.05 Deposit of Redemption or Purchase Price.

Prior to 10:00 a.m. (New York City time) on the redemption or purchase date, the Issuer shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued and unpaid interest (including Additional Interest, if any) on all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent shall promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption price of, and accrued and unpaid interest on, all Notes to be redeemed or purchased.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after a Record Date but on or prior to the related Interest Payment Date, then any accrued and unpaid interest to the redemption or purchase date shall be paid to the Person in whose name such Note was registered at the close of business on such Record Date. If any Note called for redemption or purchase shall not be so paid upon surrender for redemption or purchase because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest accrued to the redemption or purchase date not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06 Notes Redeemed or Purchased in Part.

Upon surrender of a Note that is redeemed or purchased in part, the Issuer shall issue and the Trustee shall authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered representing the same indebtedness to the extent not redeemed or purchased; provided that each new Note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess of \$2,000. It is understood that, notwithstanding anything in this Indenture to the contrary, only an Authentication Order and not an Opinion of Counsel or Officers' Certificate is required for the Trustee to authenticate such new Note.

Section 3.07 Optional Redemption.

(a) At any time prior to February 1, 2011, the Issuer may also redeem all or a part of the Fixed Rate 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 Fixed Rate Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to, the date of redemption (the "Redemption Date"), subject to the rights of Holders of Fixed Rate Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(b) At any time prior to February 1, 2009 the Issuer may redeem all or a part of the Floating Rate Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to the registered address of each Holder of Floating Rate Notes, at a redemption price equal to 100% of the principal amount of Floating Rate 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 Floating Rate Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(c) Prior to February 1, 2010, the Issuer may, at its option, redeem up to 35% of the sum of the aggregate principal amount of all Fixed Rate Notes (and the principal amount of any Additional Notes that are Fixed Rate Notes) issued under this Indenture at a redemption price equal to 108.500% of the aggregate principal amount thereof, plus accrued and unpaid interest, and Additional Interest, if any, thereon to the applicable Redemption Date, subject to the right of Holders of Fixed Rate 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 Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the Issuer; provided that at least 50% of the sum of the aggregate principal amount of Fixed Rate Notes originally issued under this Indenture and any Additional Notes that are Fixed Rate Notes issued under this Indenture after the Issue Date remains 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. Notice of any redemption upon any Equity Offering may be given prior to the redemption thereof, and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

(d) Prior to February 1, 2009 the Issuer may, at its option, redeem up to 35% of the sum of the aggregate principal amount of Floating Rate Notes (and the principal amount of any Additional Notes that are Floating Rate Notes) issued by it at a redemption price equal to 100% of the aggregate principal amount thereof, plus a premium equal to the rate per annum on the Floating Rate Notes applicable on the date on which notice of redemption is given, plus accrued and unpaid interest thereon and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Floating Rate Notes of record 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; provided that at least 50% of the sum of the aggregate principal amount of Floating Rate Notes originally issued under this Indenture and the principal amount of any Additional Notes that are Floating Rate Notes issued under this Indenture after the Issue Date remains outstanding immediately after the occurrence of each such redemption and that each such redemption occurs within 90 days of the date of closing of each such Equity Offering. Notice of any redemption upon any Equity Offering may be given prior to the redemption thereof, and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

(e) Except pursuant to clause (a) or (c) of this Section 3.07, the Fixed Rate Notes will not be redeemable at the Issuer's option prior to February 1, 2011. Except pursuant to clause (b) or (d) of this Section 3.07, the Floating Rate Notes will not be redeemable at the Issuer's option prior to February 1, 2009.

(f) From and after February 1, 2011, the Issuer may redeem the Fixed Rate Notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice by first-class mail, postage prepaid, with a copy to the Trustee, to each Holder of Fixed Rate Notes at the address of such Holder appearing in the Note Register, at the redemption prices (expressed as percentages of principal amount of the Fixed Rate 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 Fixed Rate Notes of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period beginning on February 1 of each of the years indicated below:

Year	Percentage
2011	104.250 %
2012	102.125 %
2013 and thereafter	100.000 %

(g) From and after February 1, 2009 the Issuer may redeem the Floating Rate 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 Floating Rate 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 Floating Rate 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 February 1 of each of the years indicated below:

Year	Percentage
2009	102.000 %
2010	101.000 %
2011 and thereafter	100.000 %

(h) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Section 3.08 Mandatory Redemption.

The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

Section 3.09 Offers to Repurchase by Application of Excess Proceeds.

(a) In the event that, pursuant to Section 4.10 hereof, the Issuer shall be required to commence an Asset Sale Offer, it shall follow the procedures specified below.

(b) The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Issuer shall apply all Excess Proceeds (the "Offer Amount") to the purchase of Notes and, if required, Senior Indebtedness (on a pro rata basis, if applicable), or, if less than the Offer Amount has been tendered, all Notes and Senior Indebtedness tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

(c) If the Purchase Date is on or after a Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest and Additional Interest, if any, up to but excluding the Purchase Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Record Date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

(d) Upon the commencement of an Asset Sale Offer, the Issuer shall send, by first-class mail, a notice to each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders and, if required, holders of Senior Indebtedness. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

(i) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 hereof and the length of time the Asset Sale Offer shall remain open;

(ii) the Offer Amount, the purchase price and the Purchase Date;

(iii) that any Note not tendered or accepted for payment shall continue to accrue interest;

(iv) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;

(v) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in integral multiples of \$2,000 or an integral multiple of \$1,000 in excess of \$2,000;

(vi) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Note completed, or transfer by book-entry transfer, to the Issuer, the Depository, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(vii) that Holders shall be entitled to withdraw their election if the Issuer, the Depository or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(viii) that, if the aggregate principal amount of Notes and Senior Indebtedness surrendered by the holders thereof exceeds the Offer Amount, the Trustee shall select 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 (with such adjustments as may be deemed appropriate by the Trustee so that only Notes in denominations of \$2,000, or an integral multiple of \$1,000 in excess of \$2,000, shall be purchased); and

(ix) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer) representing the same indebtedness to the extent not repurchased.

(e) On or before the Purchase Date, the Issuer shall, to the extent lawful, (1) accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof validly tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes tendered and (2) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof so tendered.

(f) The Issuer, the Depository or the Paying Agent, as the case may be, shall promptly mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes properly tendered by such Holder and accepted by the Issuer for purchase, and the Issuer shall promptly issue a new Note, and the Trustee, upon receipt of an Authentication Order, shall authenticate and mail or deliver (or cause to be transferred by book-entry) such new Note to such Holder (it being understood that, notwithstanding anything in this Indenture to the contrary, no Opinion of Counsel or Officers' Certificate is required for the Trustee to authenticate and mail or deliver such new Note) in a principal amount equal to any unpurchased portion of the Note surrendered representing the same indebtedness to the extent not repurchased; provided that each such new Note shall be in a principal amount of \$2,000 or an integral

multiple of \$1,000 in excess of \$2,000. Any Note not so accepted shall be promptly mailed or delivered by the Issuer to the Holder thereof. The Issuer shall publicly announce the results of the Asset Sale Offer on or as soon as practicable after the Purchase Date.

Other than as specifically provided in this Section 3.09 or Section 4.10 hereof, any purchase pursuant to this Section 3.09 shall be made pursuant to the applicable provisions of Sections 3.01 through 3.06 hereof.

ARTICLE 4

COVENANTS

Section 4.01 Payment of Notes.

The Issuer shall pay or cause to be paid the principal of, premium, if any, Additional Interest, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, Additional Interest, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary, holds as of noon Eastern Time on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

The Issuer shall pay all Additional Interest, if any, in the same manner on the dates and in the amounts set forth in the Registration Rights Agreement.

The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Additional Interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02 Maintenance of Office or Agency.

The Issuer shall maintain in the Borough of Manhattan in the City of New York an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the Borough of Manhattan in the City of New York for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuer hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Issuer in accordance with Section 2.03 hereof.

Section 4.03 Reports and Other Information.

(a) Notwithstanding that the Issuer 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 Issuer shall 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 the Issuer 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 that the Issuer would be required to file with the SEC if it were subject to Section 13 or 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 Issuer shall not be so obligated to file such reports with the SEC if the SEC does not permit such filing, in which event the Issuer shall 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 15 days after the time the Issuer would be required to file such information with the SEC, if it were subject to Sections 13 or 15(d) of the Exchange Act. In addition, to the extent not satisfied by the foregoing, the Issuer shall 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.

(b) In the event that any direct or indirect parent company of the Issuer becomes a Guarantor of the Notes, the Issuer may satisfy its obligations under this Section 4.03 with respect to financial information relating to the Issuer 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 Issuer and its Restricted Subsidiaries on a standalone basis, on the other hand.

(c) Notwithstanding the foregoing, the requirements of this Section 4.03 shall be deemed satisfied prior to the commencement of the Exchange Offer or the effectiveness of the Shelf Registration Statement (1) by the filing with the SEC of the Exchange Offer Registration Statement or Shelf 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 the Offering Memorandum, 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 Issuer's website (or that of any of its parent companies) or providing such reports to the Trustee within 15 days after the time the Issuer 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 the Offering Memorandum, to the extent filed within the times specified above.

(d) Notwithstanding anything herein to the contrary, the Issuer will not be deemed to have failed to comply with any of its agreements hereunder for purposes of clause (3) under Section 6.01 until 120 days after the date any report hereunder is required to be filed with the SEC (or posted on the Issuer's website) pursuant to this Section 4.03.

(e) Delivery of such reports, information and documents to the Trustee is for informational purposes only, and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely exclusively on an Officers' Certificate).

Section 4.04 Compliance Certificate.

(a) The Issuer and each Guarantor (to the extent that such Guarantor is so required under the Trust Indenture Act) shall deliver to the Trustee, within 90 days after the end of each fiscal year ending after the Issue Date, a certificate from the principal executive officer, principal financial officer or principal accounting officer stating that a review of the activities of the Issuer and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge the Issuer has kept, observed, performed and fulfilled each and every condition and covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions, covenants and conditions of this Indenture (or, if a Default shall have occurred, describing all such Defaults of which he or she may have knowledge and what action the Issuer is taking or proposes to take with respect thereto).

(b) When any Default has occurred and is continuing under this Indenture, or if the Trustee or the holder of any other evidence of Indebtedness of the Issuer or any Subsidiary gives any notice or takes any other action with respect to a claimed Default, the Issuer shall promptly (which shall be no more than five (5) Business Days) deliver to the Trustee by registered or certified mail or by facsimile transmission an Officers' Certificate specifying such event and what action the Issuer proposes to take with respect thereto.

Section 4.05 Taxes.

The Issuer shall pay, and shall cause each of its Restricted Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate negotiations or proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06 Stay, Extension and Usury Laws.

The Issuer and each of the Guarantors covenant (to the extent that they may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer and each of the

Guarantors (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and covenant that they shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07 Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly:

(I) declare or pay any dividend or make any distribution on account of the Issuer' 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 Issuer payable in Equity Interests (other than Disqualified Stock) of the Issuer; 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 Issuer 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;

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

(III) 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:

(A) Indebtedness permitted under clauses (9) and (10) of Section 4.09(b) hereof; or

(B) 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

(IV) make any Restricted Investment;

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

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

(2) immediately after giving effect to such transaction on a pro forma basis, the Issuer could incur \$1.00 of additional Indebtedness under Section 4.09(a) hereof; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and the Restricted Subsidiaries after the Issue Date pursuant to this Section 4.07(a) 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 Section 4.07(b) hereof, but excluding all other Restricted Payments pursuant to Section 4.07(b) hereof, is less than the sum, without duplication, of:

(a) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) from December 30, 2006 to the end of the Issuer's most recently ended fiscal quarter for which 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

(b) 100% of the aggregate net cash proceeds and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property received by the Issuer 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 (22)(B) of Section 4.09(b) hereof) from the issue or sale, in each case after the Issue Date, of:

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

(x) Equity Interests to any future, current or former employees, directors, managers or consultants of the Issuer, any direct or indirect parent company of the Issuer or any of the Issuer's Subsidiaries after the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of Section 4.07(b) hereof; and

(y) Designated Preferred Stock; and

(B) to the extent such net cash proceeds are actually contributed to the Issuer, Equity Interests of the Issuer'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 Section 4.07(b) hereof); or

(ii) debt securities of the Issuer that have been converted into or exchanged for such Equity Interests of the Issuer; provided that this clause (b) shall not include the proceeds from (W) Refunding Capital Stock, (X) Equity Interests of the Issuer or convertible debt securities of the Issuer sold to a Restricted Subsidiary or the Issuer, as the case may be, (Y) Disqualified Stock or debt securities that have been converted into or exchanged for Disqualified Stock or (Z) Excluded Contributions; plus

(c) 100% of the aggregate amount of cash and the fair market value, as determined in good faith by the Issuer, of marketable securities or other property contributed to the capital of the Issuer 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 (22)(B) of Section 4.09(b) hereof, (ii) is contributed by a Restricted Subsidiary and (iii) any Excluded Contributions; plus

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

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

(ii) the sale (other than to the Issuer 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 Issuer or a Restricted Subsidiary pursuant to clause (9) of Section 4.07(b) hereof or to the extent such Investment constituted a Permitted Investment); plus

(e) 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 Issuer 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 Issuer or a Restricted Subsidiary pursuant to clause (9) of Section 4.07(b) hereof or to the extent such Investment constituted a Permitted Investment.

(b) The foregoing provisions of Section 4.07(a) hereof shall 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 this Indenture;

(2)(a) the redemption, repurchase, retirement or other acquisition of any Equity Interests (“Retired Capital Stock”) or Subordinated Indebtedness of the Issuer or any Equity Interests of any direct or indirect parent company of the Issuer, in exchange for, or out of the proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary) of, Equity Interests of the Issuer or any direct or indirect parent company of the Issuer to the extent contributed to the Issuer (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 Section 4.07(b), 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 Issuer) 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 Issuer 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 Section 4.09 hereof 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 Issuer 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 Issuer, any of its Subsidiaries, any of its direct or indirect parent companies or any other entity in which the Issuer or a Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Issuer (or the 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 \$40.0 million in the first fiscal year following the Issue Date (which amount shall be increased by \$5.0 million each fiscal year thereafter and, if applicable, shall be increased to \$60.0 million following the consummation of an underwritten public Equity Offering by the Issuer or any direct or indirect parent entity of the Issuer) (with unused amounts in any fiscal year being carried over to succeeding fiscal years subject to a maximum (without giving effect to the following proviso) of \$60.0 million in any fiscal year (which amount shall be increased to \$100.0 million following the consummation of an underwritten public Equity Offering by the Issuer or any direct or indirect parent entity of the Issuer); 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 Issuer and, to the extent contributed to the Issuer, Equity Interests of

any of the Issuer'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 Issuer, 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 (3) of Section 4.07(a) hereof; plus

(b) the cash proceeds of key man life insurance policies received by the Issuer 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 Issuer or any Restricted Subsidiary from members of management, directors, managers or consultants of the Issuer, any of its direct or indirect parent companies or any Restricted Subsidiary in connection with a repurchase of Equity Interests of the Issuer or any of its direct or indirect parent companies shall not be deemed to constitute a Restricted Payment for purposes of this Section 4.07 or any other provision of this Indenture;

(5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Issuer or any Restricted Subsidiary issued in accordance with Section 4.09 hereof 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 Issuer after the Issue Date;

(b) the declaration and payment of dividends to a direct or indirect parent company of the Issuer, 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 corporation 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 Issuer 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 Section 4.07(b);

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 Issuer 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 Issuer's common stock following the first public offering of the Issuer's common stock or the common stock of any of its direct or indirect parent companies after the Issue Date, of up to 6% per annum of the net proceeds received by or contributed to the Issuer in or from any such public offering, other than public offerings with respect to the Issuer'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 Issuer to, or the making of loans to, its direct or indirect parent companies in amounts required for the Issuer'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 local income taxes, to the extent such income taxes are attributable to the income of the Issuer 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 Issuer and its Restricted Subsidiaries would be required to pay in respect of foreign, federal, state and local taxes for such fiscal year were the Issuer, 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 Issuer to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Issuer and the Restricted Subsidiaries;

(d) general corporate overhead expenses of any direct or indirect parent company of the Issuer to the extent such expenses are attributable to the ownership or operation of the Issuer 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 entity of the Issuer;

(11) any Restricted Payments made as part of the Transactions and the fees and expenses related thereto, including those owed to Affiliates, in each case to the extent permitted by Section 4.11 hereof;

(12) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described under Section 4.14 and Section 4.10 hereof; provided that, prior to such repurchase, redemption or other acquisition, the Issuer (or a third party to the extent permitted by this 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 Issuer 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 and Business Securitization 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 Issuer or a Restricted Subsidiary by, any Unrestricted Subsidiary (other than Unrestricted Subsidiaries, the primary assets of which are cash and/or Cash Equivalents);

(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% of Total Assets; and

(17) Restricted Payments in an amount equal to any reduction in taxes actually realized by the Issuer 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, (ii) commitment and other financing fees or (iii) severance, change in control and other compensation expense incurred in connection with the exercise, repurchase, rollover or payout of stock options or bonuses, in each case in connection with the Transactions;

provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (8), (15), (16) and (17) of this Section 4.07(b) no Default shall have occurred and be continuing or would occur as a consequence thereof.

The Issuer shall 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 Issuer and the Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated shall be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation shall be permitted only if a Restricted Payment in such amount would be permitted at such time, whether pursuant to Section 4.07(a) hereof or under clause (9) or (16) of Section 4.07(b) hereof, or pursuant to the definition of "Permitted Investments," and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Section 4.08 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The Issuer shall not, and shall 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:

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

(B) pay any Indebtedness owed to the Issuer or any Restricted Subsidiary;

(2) make loans or advances to the Issuer or any Restricted Subsidiary; or

-
- (3) sell, lease or transfer any of its properties or assets to the Issuer or any Restricted Subsidiary,
- (b) The restrictions in Section 4.08(a) hereof shall not apply to 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, the Existing 2012 Notes and the Existing Other Notes;
 - (2) this Indenture, the Notes and the Guarantees;
 - (3) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (3) of Section 4.08(a) hereof 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 Issuer 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 Section 4.09 hereof and Section 4.12 hereof;
 - (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 Section 4.09 hereof;
 - (10) customary provisions in joint venture agreements and other similar agreements;
 - (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 Issuer, 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 Issuer 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 Issuer 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 Issuer or such Restricted Subsidiary or the assets or property of any other Restricted Subsidiary;

(14) restrictions on a Business Securitization Subsidiary created in connection with any Business Securitization Facility; provided that such restrictions apply only to such Business Securitization Subsidiary and are otherwise necessary or advisable, in the good faith determination of the Issuer, to effect the transactions contemplated under such Business Securitization Facility; and

(15) any encumbrances or restrictions of the type referred to in clauses (1), (2) and (3) of Section 4.08(a) hereof 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) of this Section 4.08(b); provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, 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.

Section 4.09 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The Issuer shall not, and shall 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 Issuer shall not issue any shares of Disqualified Stock and shall not permit any Restricted Subsidiary to issue any shares of Disqualified Stock or Preferred Stock; provided that the Issuer 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 Issuer’ 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 this Section 4.09(a) and clauses (16), (19) and (22)(A) of Section 4.09(b), in each case by Restricted Subsidiaries that are not Guarantors shall not exceed \$500.0 million at any one time outstanding.

(b) The provisions of Section 4.09(a) hereof shall not apply to any of the following items (collectively, “Permitted Debt”):

(1) Indebtedness incurred under (x) Senior Credit Facilities by the Issuer 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) and (y) any Business Securitization Facility by a Business Securitization Subsidiary, up to an aggregate principal amount of \$5,510.0 million at any one time outstanding;

(2) [reserved];

(3) the incurrence by the Issuer 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);

(4) [reserved];

(5) Existing Indebtedness (other than Indebtedness described in clauses (1) and (3) of this Section 4.09(b)) including the Existing 2012 Notes, the Existing Other Notes and in each case the guarantee of the Issuer in respect thereof;

(6) Indebtedness (including Capitalized Lease Obligations), Disqualified Stock and Preferred Stock incurred by the Issuer 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 Issuer or any Restricted Subsidiary as of the Issue Date or acquired by the Issuer or any Restricted Subsidiary after the Issue Date in exchange for, or with the proceeds of the sale of, such assets owned by the Issuer 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 (6) when aggregated with then outstanding amount of Indebtedness under clause (o) incurred to refinance Indebtedness initially incurred in reliance on this clause (6) does not exceed the greater of (x) \$250.0 million and (y) 2.5% of Total Assets at any one time outstanding;

(7) Indebtedness incurred by the Issuer 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;

(8) Indebtedness arising from agreements of the Issuer 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

(A) such Indebtedness is not reflected on the balance sheet of the Issuer or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet shall not be deemed to be reflected on such balance sheet for purposes of this clause (8)(A)); and

(B) 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 Issuer and the Restricted Subsidiaries in connection with such disposition;

(9) Indebtedness of the Issuer 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 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 Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (9);

(10) Indebtedness of a Restricted Subsidiary to the Issuer 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 Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause;

(11) shares of Preferred Stock of a Restricted Subsidiary issued to the Issuer 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 Issuer 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 (11);

(12) 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 this Indenture to be outstanding, (B) exchange rate risk or (C) commodity pricing risk;

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

(14) (x) any guarantee by the Issuer 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 this Indenture (other than the Existing 2012 Notes or any Refinancing Indebtedness in respect thereof) or (y) any guarantee by a Restricted Subsidiary of Indebtedness of the Issuer permitted to be incurred under the terms of this Indenture; provided that such guarantee is incurred in accordance with Section 4.15 hereof;

(15) the incurrence or issuance by the Issuer or any Restricted Subsidiary of Indebtedness, Disqualified Stock or Preferred Stock which serves to extend, replace, refund, refinance, renew or defease any Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or any Restricted Subsidiary incurred as permitted under Section 4.09 hereof and clauses (3), (4), (5) and (6) of this Section 4.09(b), this clause (15) and clauses (16) and (22)(B) of this Section 4.09(b) 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:

(A) 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;

(B) 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

(C) shall not include:

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

(ii) 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

(iii) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary;

and provided further that this clause (15) will not apply to the Existing Other Notes; 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 (15) that refinances Indebtedness (including Acquired Indebtedness), Disqualified Stock or Preferred Stock initially incurred or issued and outstanding under clauses (16), (19) or (22)(A) of this Section 4.09(b) shall be subject to the provisos found in each of clauses (16), (19) or (22)(A) of this Section 4.09(b) as the case may be;

(16) Indebtedness, Disqualified Stock or Preferred Stock (x) of the Issuer or any Restricted Subsidiary incurred to finance the acquisition of any Person or assets or (y) of Persons

that are acquired by the Issuer or any Restricted Subsidiary or merged into the Issuer or a Restricted Subsidiary in accordance with the terms of this Indenture; provided that either:

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

(a) the Issuer would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof; or

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

(ii) 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 note 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 Section 4.09(a) hereof and clauses (19) and (22)(A) of this Section 4.09(b), 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 (16) shall be incurred and outstanding;

(17) 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;

(18) Indebtedness of the Issuer 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;

(19) Indebtedness, Disqualified Stock or Preferred Stock of the Issuer 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 (19) 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 (19) shall cease to be deemed incurred or outstanding for purposes of this clause (19) but shall be deemed incurred pursuant to Section 4.09(a) hereof from and after the first date on which the Issuer or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.09(a) without reliance on this clause (19)); provided that together with amounts incurred and outstanding pursuant to the second proviso to this Section 4.09(a) hereof and clauses (19) and (22)(A) of this Section 4.09(b), 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 (19) shall be incurred and outstanding;

(20) Indebtedness incurred by a Foreign Subsidiary which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this clause (20) 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 (20) shall cease to be deemed incurred or outstanding for purposes of this clause (20) but shall be deemed incurred pursuant to Section 4.09(a) from and after the first date on which the Issuer or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.09(a) without reliance on this clause (20));

(21) Indebtedness, Disqualified Stock or Preferred Stock issued by the Issuer 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 Issuer or any direct or indirect parent company of the Issuer to the extent described in clause (4) of Section 4.07(b) hereof;

(22) Indebtedness and Disqualified Stock of the Issuer 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 (22) and then outstanding, does not at any one time outstanding exceed the sum of:

(A) 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 (22)(A) shall cease to be deemed incurred or outstanding for purposes of this clause (22)(A) but shall be deemed incurred pursuant to Section 4.09(a) hereof from and after the first date on which the Issuer or such Restricted Subsidiary could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 4.09(a) without reliance on this clause (22)(A)); provided that together with amounts incurred and outstanding pursuant to the second proviso to Section 4.09(a) hereof and clauses (16) and (19) of this Section 4.09(b), 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 (22)(A) shall be incurred and outstanding; plus

(B) 200% of the net cash proceeds received by the Issuer since after the Issue Date from the issue or sale of Equity Interests of the Issuer or cash contributed to the capital of the Issuer (in each case, other than proceeds of Disqualified Stock or sales of Equity Interests to the Issuer or any of its Subsidiaries) as determined in accordance with clauses (3)(b) and (3)(c) of Section 4.07(a) hereof 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 Section 4.07(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof);

(23) Attributable Debt incurred by the Issuer 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 the Issuer or any Restricted Subsidiary as of the Issue Date or acquired by the Issuer or any Restricted Subsidiary after the Issue Date in exchange for, or with the proceeds of the sale of, such assets owned by the Issuer or any Restricted Subsidiary as of the Issue Date, provided that the aggregate amount of Attributable Debt incurred under this clause (23) does not exceed the greater of (x) \$150.0 million and (23) 1.5% of Total Assets; and

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

(c) For purposes of determining compliance with this Section 4.09; 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 (1) through (24) of Section 4.09(b) hereof or is entitled to be incurred pursuant to Section 4.09(a) hereof, the Issuer, in its sole discretion, shall classify or reclassify or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) and shall 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 shall be deemed to have been incurred on such date in reliance on the exception in clause (1) of Section 4.09(b) hereof.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness, Disqualified Stock or Preferred Stock shall not be deemed to be an incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this Section 4.09.

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 shall 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.

The Issuer shall not, and shall 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 Issuer 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 Issuer or such Guarantor, as the case may be. For the purposes of this Indenture, Indebtedness that is unsecured is not deemed to be subordinated or junior to Secured Indebtedness merely because it is unsecured, and Senior Indebtedness is not deemed to be subordinated or junior to any other Senior Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 4.10 Asset Sales.

(a) The Issuer shall not, and shall not permit any Restricted Subsidiary to, cause, make or suffer to exist an Asset Sale, unless:

(1) the Issuer 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 Issuer) of the assets sold or otherwise disposed of; and

(2) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Issuer 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 Issuer or in the footnotes thereto) of the Issuer 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 Issuer or such Restricted Subsidiary has been validly released by all creditors,

(B) any securities, notes or other obligations or assets received by the Issuer or such Restricted Subsidiary from such transferee that are converted by the Issuer 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 Issuer 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.

(b) Within 450 days after any of the Issuer's or any Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Issuer 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 Issuer or any Guarantor (other than Obligations owed to the Issuer 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 Issuer or any Restricted Subsidiary shall so reduce Obligations under any Senior Indebtedness that is not secured by a Lien permitted by this Indenture, the Issuer or such Guarantor shall, 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 under Section 4.10(c) hereof) 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 this Indenture and applicable securities law; or

(B) Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Issuer 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 Issuer 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 Issuer and in Restricted Subsidiaries or replace the businesses, properties and assets that are the subject of such Asset Sale.

(c) Any Net Proceeds from the Asset Sale that are not invested or applied in accordance with Section 4.10(b) within 450 days from the date of the receipt of such Net Proceeds shall be deemed to constitute "Excess Proceeds"; provided that if during such 450-day period the Issuer 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 shall 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 shall in no event be for a period longer than 180 days) (or, if earlier, the date of termination of such agreement). When the aggregate amount of Excess Proceeds exceeds \$100.0 million, the Issuer 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 this Indenture. The Issuer shall 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 this Indenture, with a copy to the Trustee. The Issuer 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 Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to the other covenants contained in this Indenture. If the aggregate principal amount of Notes or the Senior Indebtedness surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Issuer 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 Section 4.10, the Issuer 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 this Indenture.

The Issuer shall 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 an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

Section 4.11 Transactions with Affiliates.

(a) The Issuer shall not, and shall 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 Issuer (each of the foregoing, an “Affiliate Transaction”) involving aggregate payments or consideration in excess of \$20.0 million, unless:

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

(2) the Issuer 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 Issuer approving such Affiliate Transaction and set forth in an Officers’ Certificate certifying that such Affiliate Transaction complies with clause (1) of this Section 4.11(a).

(b) The provisions of Section 4.11(a) hereof shall not apply to the following:

- (1) transactions between or among the Issuer or any of the Restricted Subsidiaries;
- (2) Restricted Payments permitted by Section 4.07 hereof 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 Issuer, any of its direct or indirect parent companies or any Restricted Subsidiary;

(5) payments by the Issuer 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 Issuer in good faith;

(6) transactions in which the Issuer 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 Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 4.11(a) hereof;

(7) payments and Indebtedness, Disqualified Stock and Preferred Stock (and cancellation of any thereof) of the Issuer 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 Issuer, 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 any employment agreements, stock option plans and other compensatory arrangements (including, without limitation, the Issuer'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 Issuer 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 Issuer);

(9) the existence of, or the performance by, the Issuer 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 Issuer 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 Issuer 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 Issuer;

(10) the Transactions, and the payment of all fees and expenses related to the Transactions as disclosed in the Offering Memorandum;

(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 this Indenture that are fair to the Issuer and the Restricted Subsidiaries, in the reasonable

determination of the Board of Directors or the senior management of the Issuer, 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 Issuer 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 Issuer, any of its subsidiaries or any direct or indirect parent company thereof;

(13) sales of (x) accounts receivable, or participations therein, in connection with any Receivables Facility and (y) assets, or participations therein, in connection with any Business Securitization Facility;

(14) investments by the Sponsors and the Co-Investors in securities of the Issuer 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

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

Section 4.12 Liens.

The Issuer shall not, and shall 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 Issuer 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 Section 4.12 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.

Section 4.13 Corporate Existence.

The Issuer and its Restricted Subsidiaries, taken as a whole, shall not fundamentally and substantially alter the character of their business, taken as a whole, from the business conducted by the Issuer and its Restricted Subsidiaries, taken as a whole, on the Issue Date. Notwithstanding the generality of the foregoing, expansion of the professional services provided by the Issuer and its Restricted Subsidiaries after the Issue Date will not be deemed a fundamental and substantial alteration for purposes of the immediately preceding sentence.

Section 4.14 Offer to Repurchase Upon Change of Control.

(a) If a Change of Control occurs, unless the Issuer has previously or concurrently mailed a redemption notice with respect to all the outstanding Notes as described under Section 3.07 hereof, the Issuer shall 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 Issuer shall send notice of such Change of Control Offer 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 this Section 4.14 and that all Notes properly tendered pursuant to such Change of Control Offer shall be accepted for payment by the Issuer;

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

(7) Holders whose Notes are being purchased only in part shall 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 of \$2,000.

(b) While the Notes are in global form and the Issuer 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 notice, if mailed in a manner herein provided, shall be conclusively presumed to have been given, whether or not the Holder receives such notice. If (a) the notice is mailed in a manner herein provided and (b) any Holder fails to receive such notice or a Holder receives such notice but it is defective, such Holder's failure to receive such notice or such defect shall not affect the validity of the proceedings for the purchase of the Notes as to all other Holders that properly received such notice without defect. The Issuer shall 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 a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.14, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.14 by virtue thereof; *provided; however*, that the Issuer provide the Trustee with an Officers' Certificate certifying its compliance with the applicable securities laws and regulations and the provisions of this Section 4.14 that could not be complied with.

(c) On the Change of Control Payment Date, the Issuer shall, 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 to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Issuer.

(d) The Paying Agent shall promptly mail to each Holder the Change of Control Payment for such Notes, and the Trustee shall 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 of \$2,000. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(e) The Issuer shall not be 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 this Section 4.14 applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, 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.

(f) Other than as specifically provided in this Section 4.14, any purchase pursuant to this Section 4.14 shall be made pursuant to the provisions of Sections 3.02, 3.05 and 3.06 hereof.

Section 4.15 Limitation on Guarantees of Indebtedness by Restricted Subsidiaries.

The Issuer shall 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 Issuer or any other Guarantor unless:

(1) such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to this Indenture, the form of which is attached as Exhibit D hereto, providing for a Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Issuer 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;

(2) such Restricted Subsidiary waives and shall 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 Issuer 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 Section 4.15 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.

Section 4.16 Limitation on Sale and Lease-Back Transactions.

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

(1) the Issuer 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 Section 4.09 of this Indenture and (B) create a Lien on such property securing such Attributable Debt without equally and ratably securing the Notes pursuant to Section 4.12 of this Indenture;

(2) the consideration received by the Issuer 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 Issuer) of such property; and

(3) the Issuer applies the proceeds of such transaction in compliance with Section 4.10 of this Indenture.

Section 4.17 Suspension of Covenants.

(a) 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 this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), the Issuer and the Restricted Subsidiaries shall not be subject to Section 4.07 hereof, Section 4.08 hereof, Section 4.09 hereof, Section 4.10 hereof, Section 4.11 hereof, Section 4.13 hereof, Section 4.15 hereof and clause (4) of Section 5.01(a) hereof (collectively, the "Suspended Covenants").

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

(c) In the event that the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants under this 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 Issuer and its Restricted Subsidiaries shall thereafter again be subject to the Suspended Covenants under this 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 shall 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 Issuer and the Restricted Subsidiaries shall not be subject to Section 4.14 hereof; provided that for purposes of determining the applicability of Section 4.14 hereof, the Reversion Date shall be defined as the date that (i) 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 (ii) the Issuer 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 Section 4.14 hereof, the Issuer and the Restricted Subsidiaries shall thereafter again be subject to Section 4.14 hereof under this Indenture, including, without limitation, with respect to a proposed transaction described in clause (ii).

(d) Notwithstanding the foregoing, in the event of any such reinstatement, no action taken or omitted to be taken by the Issuer or any of its Restricted Subsidiaries prior to such reinstatement shall give rise to a Default or Event of Default under this Indenture with respect to the Notes; provided that (i) with respect to Restricted Payments made after such reinstatement, the amount of Restricted Payments made shall be calculated as though Section 4.07 hereof had been in effect prior to, but not during, the Suspension Period; and (ii) all Indebtedness incurred, or Disqualified Stock issued, during the Suspension Period shall be classified to have been incurred or issued pursuant to clause (5) of Section 4.09 hereof. In addition, for purposes of clause (III) of Section 4.07(a) hereof, all events set forth in such clause (III) of Section 4.07(a) hereof occurring during a Suspension Period shall be disregarded for purposes of determining the amount of Restricted Payments the Issuer or any Restricted Subsidiary is permitted to make pursuant to such clause (III) of Section 4.07(a) hereof.

(e) The Issuer shall deliver promptly to the Trustee an Officers' Certificate notifying it of any such occurrence under this Section 4.17.

ARTICLE 5

SUCCESSORS

Section 5.01 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The Issuer shall not consolidate or merge with or into or wind up into (whether or not the Issuer 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 Issuer and its Subsidiaries on a consolidated basis, in one or more related transactions, to any Person unless:

(1) the Issuer is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) 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 Issuer or such Person, as the case may be, being herein called the "Successor Company");

(2) the Successor Company, if other than the Issuer, expressly assumes all the obligations of the Issuer under this 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 Section 4.09(a) hereof, or

(B) the Fixed Charge Coverage Ratio for the Successor Company, the Issuer and the Restricted Subsidiaries on a consolidated basis would be greater than such Ratio for the Issuer 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 Section 5.01(c)(1)(B) hereof shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Notes and the Registration Rights Agreement; and

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

(b) The Successor Company shall succeed to, and be substituted for, the Issuer under this Indenture, the Guarantees and the Notes, as applicable. Notwithstanding clauses (3) and (4) of Section 5.01(a) hereof,

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

(y) the Issuer may merge with an Affiliate of the Issuer incorporated solely for the purpose of reincorporating the Issuer 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 Issuer and the Restricted Subsidiaries is not increased thereby.

(c) Subject to certain limitations described in this Indenture governing release of a Guarantee upon the sale, disposition or transfer of a Guarantor, each Guarantor shall not, and the Issuer shall 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:

(1) (A) 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 shall have been made is a corporation, partnership, limited partnership, limited liability Issuer 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");

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

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

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

(2) the transaction is made in compliance with Section 4.10 hereof.

(d) Subject to certain limitations described in this Indenture, the Successor Person shall succeed to, and be substituted for, such Guarantor under this 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 Issuer.

(e) Notwithstanding the foregoing, the Merger shall be permitted without compliance with this Section 5.01.

For purposes of this Section 5.01, 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 Issuer which properties and assets, if held by the Issuer instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer 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 Issuer.

Section 5.02 Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which the Issuer is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the Issuer shall refer instead to the successor corporation and not to the Issuer), and may exercise every right and power of the Issuer under this Indenture with the same effect as if such successor Person had been named as the Issuer herein; provided that the predecessor Issuer shall not be relieved from the obligation to pay the principal of and interest and Additional Interest, if any, on the Notes except in the case of a sale, assignment, transfer, conveyance or other disposition of all of the Issuer's assets that meets the requirements of Section 5.01 hereof.

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01 Events of Default.

(a) An "Event of Default" wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(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 this Indenture;

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

(3) failure by the Issuer 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 this Indenture to comply with any of its agreements (other than a default referred to in clauses (1) and (2) above) in this 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 Issuer or any Restricted Subsidiary or the payment of which is guaranteed by the Issuer or any Restricted Subsidiary, other than Indebtedness owed to the Issuer 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 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 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 Issuer 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 this Indenture that the issuance of reservation of rights letter shall 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) the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Bankruptcy Law:

(i) commences proceedings to be adjudicated bankrupt or insolvent;

(ii) consents to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under applicable Bankruptcy law;

(iii) consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator or other similar official of it or for all or substantially all of its property;

(iv) makes a general assignment for the benefit of its creditors; or

(v) generally is not paying its debts as they become due;

(7) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, in a proceeding in which the Issuer or any such Restricted Subsidiaries, that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, is to be adjudicated bankrupt or insolvent;

(ii) appoints a receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, or for all or substantially all of the property of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary; or

(iii) orders the liquidation of the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days; or

(8) 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 this Indenture or the release of any such Guarantee in accordance with this Indenture.

(b) In the event of any Event of Default specified in clause (4) of Section 6.01(a) hereof, 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,

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

(2) 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

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

Section 6.02 Acceleration.

If any Event of Default (other than an Event of Default specified in clause (6) or (7) of Section 6.01(a) hereof) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 30% in principal amount of the then total outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately. Upon the effectiveness of such declaration, such principal of and premium, if any, and interest on the Notes shall be due and payable immediately. 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 best interest. The Trustee shall 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 the Notes.

Notwithstanding the foregoing, in the case of an Event of Default arising under clause (6) or (7) of Section 6.01(a) hereof, all outstanding Notes shall be due and payable immediately without further action or notice.

The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders, rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest, Additional Interest, if any, or premium that has become due solely because of the acceleration) have been cured or waived and all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and other amounts due the Trustee under Section 7.07 have been paid.

Section 6.03 Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04 Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default and its consequences hereunder, except a continuing Default in the payment of the principal of, premium, if any, Additional Interest, if any, or interest on, any Note held by a non-consenting Holder (including in connection with an Asset Sale Offer or a Change of Control Offer); provided, subject to Section 6.02 hereof, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05 Control by Majority.

Holders of a majority in principal amount of the outstanding Notes issued hereunder shall have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder of a Note or that would involve the Trustee in personal liability.

Section 6.06 Limitation on Suits.

Subject to Section 6.07 hereof, no Holder of a Note may pursue any remedy with respect to this 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 total outstanding Notes have requested the Trustee to pursue the remedy;
 - (3) Holders of the Notes have offered the Trustee reasonable security or indemnity 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 total outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07 Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and Additional Interest, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an Asset Sale Offer or a Change of Control Offer), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08 Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a)(1) or (2) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and Additional Interest, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09 Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceedings, the Issuer, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding has been instituted.

Section 6.10 Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.07 hereof, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.11 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuer (or any other obligor

upon the Notes including the Guarantors), its creditors or its property and shall be entitled and empowered to participate as a member in any official committee of creditors appointed in such matter and to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.13 Priorities.

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

- (i) to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;
- (ii) to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and Additional Interest, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and Additional Interest, if any, and interest, respectively; and
- (iii) to the Issuer or to such party as a court of competent jurisdiction shall direct including a Guarantor, if applicable.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.13.

Section 6.14 Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.14 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

Section 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved in a court of competent jurisdiction that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request of any Holder of the Notes unless such Holder shall have offered to the Trustee reasonable security and indemnity to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its selection and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent or attorney appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer shall be sufficient if signed by an Officer of the Issuer.

(f) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(g) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture

(h) In no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(j) In the event the Issuer is required to pay Additional Interest, the Issuer will provide written notice to the Trustee of the Issuer's obligation to pay Additional Interest no later than 15 days prior to the next Interest Payment Date, which notice shall set forth the amount of the Additional Interest to be paid by the Issuer. The Trustee shall not at any time be under any duty or responsibility to any Holders to determine whether the Additional Interest is payable and the amount thereof.

(k) The permissive rights of the Trustee enumerated herein shall not be construed as duties.

(l) The Trustee may request that the Issuer deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate, including any Person specified as

Section 7.03 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04 Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05 Notice of Defaults.

If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default within 90 days after it occurs. Except in the case of a Default relating to the payment of principal, premium, if any, or interest on any Note, the Trustee may withhold from the Holders notice of any continuing Default if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes. The Trustee shall not be deemed to know of any Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is such a Default is received by the Trustee at the Corporate Trust Office of the Trustee.

Section 7.06 Reports by Trustee to Holders of the Notes.

Within 60 days after each May 15, beginning with the May 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with Trust Indenture Act Section 313(a) (but if no event described in Trust Indenture Act Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with Trust Indenture Act Section 313(b)(2). The Trustee shall also transmit by mail all reports as required by Trust Indenture Act Section 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Issuer and filed with the SEC and each stock exchange on which the Notes are listed in accordance with Trust Indenture Act Section 313(d). The Issuer shall promptly notify the Trustee when the Notes are listed on any stock exchange.

Section 7.07 Compensation and Indemnity.

The Issuer shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and services hereunder as the parties shall agree in writing from time to time. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Issuer and the Guarantors, jointly and severally, shall indemnify the Trustee for, and hold the Trustee harmless against, any and all loss, damage, claims, liability or expense (including attorneys' fees) incurred by it in connection with the acceptance or administration of this trust and the performance of its duties hereunder (including the costs and expenses of enforcing this Indenture against the Issuer or any of the Guarantors (including this Section 7.07) or defending itself against any claim whether asserted by any Holder, the Issuer or any Guarantor, or liability in connective with the acceptance, exercise or performance of any of its powers or duties hereunder). The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer shall defend the claim and the Trustee may have separate counsel and the Issuer shall pay the fees and expenses of such counsel. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

The obligations of the Issuer under this Section 7.07 shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee.

To secure the payment obligations of the Issuer and the Guarantors in this Section 7.07, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(a)(6) or (7) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of Trust Indenture Act Section 313(b)(2) to the extent applicable.

Section 7.08 Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08. The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuer. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuer in writing. The Issuer may remove the Trustee if:

-
- (a) the Trustee fails to comply with Section 7.10 hereof;
 - (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
 - (c) a custodian or public officer takes charge of the Trustee or its property; or
 - (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuer shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the Issuer's expense), the Issuer or the Holders of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuer's obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

Section 7.09 Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10 Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of Trust Indenture Act Sections 310(a)(1), (2) and (5). The Trustee is subject to Trust Indenture Act Section 310(b).

Section 7.11 Preferential Collection of Claims Against Issuer.

The Trustee is subject to Trust Indenture Act Section 311(a), excluding any creditor relationship listed in Trust Indenture Act Section 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act Section 311(a) to the extent indicated therein.

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 Option to Effect Legal Defeasance or Covenant Defeasance.

The Issuer may, at its option and at any time, elect to have either Section 8.02 or 8.03 hereof applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02 Legal Defeasance and Discharge.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Issuer and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to all outstanding Notes and Guarantees on the date the conditions set forth below are satisfied ("Legal Defeasance"). For this purpose, Legal Defeasance means that the Issuer shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in (a) and (b) below, and to have satisfied all its other obligations under such Notes and this Indenture including that of the Guarantors (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

- (a) the rights of Holders of Notes to receive payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due solely out of the trust created pursuant to this Indenture referred to in Section 8.04 hereof;
- (b) the Issuer's obligations with respect to Notes 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;
- (c) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer's obligations in connection therewith; and
- (d) this Section 8.02.

Subject to compliance with this Article 8, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03 Covenant Defeasance.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Issuer and the Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from their obligations under the covenants contained in Sections 4.03, 4.04,

4.05, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15 and 4.16 hereof and clauses (4) and (5) of Section 5.01(a), Sections 5.01(c) and 5.01(d) hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (“Covenant Defeasance”), and the Notes shall thereafter be deemed not “outstanding” for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed “outstanding” for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes, the Issuer may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Issuer’s exercise under Section 8.01 hereof of the option applicable to this Section 8.03 hereof, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(a)(3), 6.01(a)(4), 6.01(a)(5), 6.01(a)(6) (solely with respect to Restricted Subsidiaries that are Significant Subsidiaries), 6.01(a)(7) (solely with respect to Restricted Subsidiaries that are Significant Subsidiaries) and 6.01(a)(8) hereof shall not constitute Events of Default.

Section 8.04 Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

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

(1) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, 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 on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on such Notes, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer 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 Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling, or
- (b) since the 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 of the Notes 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 Issuer 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 of the Notes 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 such 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 the Senior Credit Facilities or any other material agreement or instrument (other than this Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(6) the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States of America 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 Issuer shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or any Guarantor or others; and

(8) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States of America (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.

Section 8.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer or a Guarantor acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium and Additional Interest, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 Repayment to Issuer.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium and Additional Interest, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium and Additional Interest, if any, or interest has become due and payable shall be paid to the Issuer on its request or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease.

Section 8.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided that, if the Issuer makes any payment of principal of, premium and Additional Interest, if any, or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 Without Consent of Holders of Notes.

Notwithstanding Section 9.02 hereof, the Issuer, any Guarantor (with respect to a Guarantee or this Indenture) and the Trustee may amend or supplement this Indenture and any Guarantee or Notes without the consent of any Holder:

- (1) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (2) to provide for uncertificated Notes of such series in addition to or in place of certificated Notes;
- (3) to comply with Section 5.01 hereof;
- (4) to provide the assumption of the Issuer's or any Guarantor's obligations to the Holders;

(5) 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 this Indenture of any such Holder;

(6) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer or any Guarantor;

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

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

(9) 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;

(10) to add a Guarantor or other guarantor under this Indenture;

(11) to conform the text of this Indenture, Guarantees or the Notes to any provision of the "Description of senior notes" section of the Offering Memorandum to the extent that such provision in such "Description of senior notes" section was intended to be a verbatim recitation of a provision of this Indenture, Guarantee or Notes; or

(12) making any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including, without limitation to facilitate the issuance and administration of the Notes; provided, however, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

Upon the request of the Issuer accompanied by a resolution of its board of directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Issuer and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise. Notwithstanding the foregoing, no Opinion of Counsel shall be required in connection with the addition of a Guarantor under this Indenture upon execution and delivery by such Guarantor and the Trustee of a supplemental indenture to this Indenture, the form of which is attached as Exhibit D hereto, and delivery of an Officers' Certificate.

Section 9.02 With Consent of Holders of Notes.

Except as provided below in this Section 9.02, the Issuer and the Trustee may amend or supplement this Indenture, any related Guarantee and the Notes with the consent of the Holders of at least a majority in principal amount of the Notes (including Additional Notes, if any) then outstanding voting as a single class, including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, and, subject to Sections 6.04 and 6.07 hereof, any existing Default (other than a Default in the payment of the principal of, premium and Additional Interest, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Guarantees or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including Additional

Notes, if any) voting as a single class, 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 Issuer or its Affiliates; *provided* that if any amendment, waiver or other modification will affect only the Fixed Rate Notes or the Floating Rate Notes, only the consent of Holders of at least a majority in principal amount of the then outstanding Fixed Rate Notes or Floating Rate Notes (and not the consent of at least a majority in principal amount of all Notes then outstanding), as the case may be, shall be required. Section 2.08 hereof and Section 2.09 hereof shall determine which Notes are considered to be “outstanding” for the purposes of this Section 9.02.

Upon the request of the Issuer accompanied by a resolution of its board of directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Issuer in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

Without the consent of each affected Holder of Notes, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

- (1) reduce the principal amount of such 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 such Notes (other than provisions relating to Section 3.09, Section 4.10 and Section 4.14 hereof to the extent that any such amendment or waiver does not have the effect of reducing the principal of or changing the fixed final maturity of any such Note or altering or waiving the provisions with respect to the redemption of such Notes);
- (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, except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in this Indenture or any Guarantee which cannot be amended or modified without the consent of all Holders;
- (5) make any Note payable in money other than that stated therein;

(6) make any change in the provisions of this 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 these amendment and waiver provisions;

(8) 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;

(9) make any change to or modify the ranking of this Indenture or the Notes that would adversely affect the Holders; or

(10) except as expressly permitted by this 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.

Section 9.03 Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes shall be set forth in an amended or supplemental indenture that complies with the Trust Indenture Act as then in effect.

Section 9.04 Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder' s Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment, supplement, or waiver. If a record date is fixed, then, notwithstanding the preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only such Persons, shall be entitled to consent to such amendment, supplement, or waiver or to revoke any consent previously given, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date unless the consent of the requisite number of Holders has been obtained.

Section 9.05 Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06 Trustee to Sign Amendments, etc.

The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuer may not sign an amendment, supplement or waiver until the board of directors approves it. In executing any amendment, supplement or waiver, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 12.04 hereof, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer and any Guarantors party thereto, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03). Notwithstanding the foregoing, no Opinion of Counsel will be required for the Trustee to execute any amendment or supplement adding a new Guarantor under this Indenture.

Section 9.07 Payment for Consent.

Neither the Issuer nor any Affiliate of the Issuer shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

ARTICLE 10

GUARANTEES

Section 10.01 Guarantee.

Subject to this Article 10, from and after the consummation of the Acquisition, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that: (a) the principal of, interest, premium and Additional Interest, if any, on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a

court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee or any Holder in enforcing any rights under this Section 10.01.

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

Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

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

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

The Guarantee issued by any Guarantor shall be a general unsecured senior obligation of such Guarantor and shall be pari passu in right of payment with all existing and future Senior Indebtedness of such Guarantor, if any.

Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Notwithstanding anything to the contrary, any direct or indirect parent company of the Issuer may guarantee the Notes and become a Guarantor hereunder.

Section 10.02 Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all guaranteed obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

Section 10.03 Execution and Delivery.

To evidence its Guarantee set forth in Section 10.01 hereof, each Guarantor hereby agrees that this Indenture shall be executed on behalf of such Guarantor by its President, one of its Vice Presidents or one of its Assistant Vice Presidents.

Each Guarantor hereby agrees that its Guarantee set forth in Section 10.01 hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Notes.

If an Officer whose signature is on this Indenture no longer holds that office at the time the Trustee authenticates the Note, the Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in this Indenture on behalf of the Guarantors.

If required by Section 4.15 hereof, the Issuer shall cause any newly created or acquired Restricted Subsidiary to comply with the provisions of Section 4.15 hereof and this Article 10, to the extent applicable.

Section 10.04 Subrogation.

Each Guarantor shall be subrogated to all rights of Holders of Notes against the Issuer in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 10.01 hereof; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under this Indenture or the Notes shall have been paid in full.

Section 10.05 Benefits Acknowledged.

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

Section 10.06 Release of Guarantees.

The Guarantee of a Guarantor shall be 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 this Indenture;

(b) the designation by the Issuer of such Guarantor as an Unrestricted Subsidiary in accordance with the provisions of this Indenture as described under Section 4.07 hereof 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 Section 4.15 hereof (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 Issuer exercising its Legal Defeasance option or Covenant Defeasance option in accordance with Article 8 hereof or the Issuer’s obligations under this Indenture being discharged in accordance with the terms of this Indenture; and

(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 Issuer or any Restricted Subsidiary; 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 this Indenture relating to such transaction have been complied with.

ARTICLE 11

SATISFACTION AND DISCHARGE

Section 11.01 Satisfaction and Discharge.

This Indenture shall be discharged and shall cease to be of further effect as to all Notes, when either:

(1) all 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

(2) (A) all 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, shall 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 Issuer and the Issuer 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 of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on the 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;

(B) 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 this Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit shall 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 Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound;

(C) the Issuer has paid or caused to be paid all sums payable by it under this Indenture; and

(D) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Notes at maturity or the Redemption Date, as the case may be.

In addition, the Issuer 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.

Notwithstanding the satisfaction and discharge of this Indenture, if money shall have been deposited with the Trustee pursuant to subclause (A) of clause (2) of this Section 11.01, the provisions of Section 11.02 and Section 8.06 hereof shall survive.

Section 11.02 Application of Trust Money.

Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium and Additional Interest, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; provided that if the Issuer has made any payment of principal of, premium and Additional Interest, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

MISCELLANEOUS

Section 12.01 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by Trust Indenture Act Section 318(c), the imposed duties shall control.

Section 12.02 Notices.

Any notice or communication by the Issuer, any Guarantor or the Trustee to the others is duly given if in writing and delivered in person or mailed by first-class mail (registered or certified, return receipt requested), fax or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuer and/or any Guarantor:

c/o ARAMARK Corporation
1101 Market Street
Philadelphia, Pennsylvania 19107
Fax No.: (215) 413-8808
Attention: General Counsel

If to the Trustee:

The Bank of New York
101 Barclay Street, Floor 8W
New York, New York 10286
Fax No.: (212) 815-3272
Attention: Corporate Trust Administration

The Issuer, any Guarantor or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; provided that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.

Any notice or communication to a Holder shall be mailed by first-class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in Trust Indenture Act Section 313(c), to the extent required by the Trust Indenture Act. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 12.03 Communication by Holders of Notes with Other Holders of Notes.

Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

Section 12.04 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer or any of the Guarantors to the Trustee to take any action under this Indenture, the Issuer or such Guarantor, as the case may be, shall furnish to the Trustee:

(a) An Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) An Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 12.05 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to Section 4.04 hereof or Trust Indenture Act Section 314(a)(4)) shall comply with the provisions of Trust Indenture Act Section 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with (and, in the case of an Opinion of Counsel, may be limited to reliance on an Officers' Certificate as to matters of fact); and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

Section 12.06 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar, Paying Agent or Calculation Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07 No Personal Liability of Directors, Officers, Employees and Stockholders.

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

Section 12.08 Governing Law.

THIS INDENTURE, THE NOTES AND ANY GUARANTEE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 12.09 Waiver of Jury Trial.

EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.10 Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

Section 12.11 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Restricted Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.12 Successors.

All agreements of the Issuer in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 10.05 hereof.

Section 12.13 Severability.

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

Section 12.14 Counterpart Originals.

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

Section 12.15 Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

Section 12.16 Qualification of Indenture.

The Issuer and the Guarantors shall qualify this Indenture under the Trust Indenture Act in accordance with the terms and conditions of the Registration Rights Agreement and shall pay all reasonable costs and expenses (including attorneys' fees and expenses for the Issuer, the Guarantors and the Trustee) incurred in connection therewith, including, but not limited to, costs and expenses of qualification of this Indenture and the Notes and printing this Indenture and the Notes. The Trustee shall be entitled to receive from the Issuer and the Guarantors any such Officers' Certificates, Opinions of Counsel or other documentation as it may reasonably request in connection with any such qualification of this Indenture under the Trust Indenture Act.

[Signatures on following page]

RMK ACQUISITION CORPORATION

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Senior Vice President and Treasurer

ARAMARK CORPORATION

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Senior Vice President and Treasurer

**EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO**

By: /s/ Christopher S. Holland
Name: Christopher S. Holland
Title: Authorized Signatory

**ARAMARK BUSINESS DINING SERVICES OF
TEXAS, INC.**

**ARAMARK EDUCATIONAL SERVICES OF
TEXAS, INC.**

**ARAMARK FOOD SERVICE CORPORATION OF
TEXAS**

**ARAMARK HEALTHCARE SUPPORT SERVICES
OF TEXAS, INC.**

**ARAMARK SPORTS AND ENTERTAINMENT
SERVICES OF TEXAS, INC.**

By: /s/ Diane Sullivan
Name: Diane Sullivan
Title: Vice President

**ARAMARK EXECUTIVE MANAGEMENT
SERVICES USA, INC.**

**ARAMARK SERVICES MANAGEMENT OF HI,
INC.**

**ARAMARK SERVICES MANAGEMENT OF IL,
INC.**

**ARAMARK SERVICES MANAGEMENT OF MI,
INC.**

**ARAMARK SERVICES MANAGEMENT OF NJ,
INC.**

**ARAMARK SERVICES MANAGEMENT OF OH,
INC.**

**ARAMARK SERVICES MANAGEMENT OF SC,
INC.**

**ARAMARK SERVICES MANAGEMENT OF WI,
INC.**

By: /s/ John M. Lafferty
Name: John M. Lafferty
Title: Assistant Treasurer

By: /s/ Karen Wallace

Name: Karen Wallace

Title: Treasurer

**ARAMARK AVIATION SERVICES LIMITED
PARTNERSHIP**

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole member

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole member

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

TAHOE ROCKET LP

By: ARAMARK SPORTS AND ENTERTAINMENT
SERVICES, INC.,
its General Partner

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and Treasurer

THE BANK OF NEW YORK,
as Trustee

By: /s/ Mary LaGumina

Name: Mary LaGumina

Title: Vice President

SCHEDULE I

Addison Concessions, Inc. (Delaware)

ARAMARK Asia Management, LLC (Delaware)

ARAMARK Campus, Inc. (Delaware)

ARAMARK Cleanroom Services, Inc. (Delaware)

ARAMARK Cleanroom Services (Puerto Rico), Inc. (Delaware)

ARAMARK Clinical Technology Services, Inc. (Delaware)

ARAMARK Confection Corporation (Delaware)

ARAMARK Correctional Services, Inc. (Delaware)

ARAMARK CTS, LLC (Delaware)

ARAMARK Educational Group, Inc. (Delaware)

ARAMARK Educational Services, Inc. (Delaware)

ARAMARK Engineering Associates, LLC (Delaware)

ARAMARK Entertainment, Inc. (Delaware)

ARAMARK Facilities Management, Inc. (Delaware)

ARAMARK FHC Business Services, LLC (Delaware)

ARAMARK FHC Campus Services, LLC (Delaware)

ARAMARK FHC Correctional Services, LLC (Delaware)

ARAMARK FHC Healthcare Support Services, LLC (Delaware)

ARAMARK FHC Refreshment Services, LLC (Delaware)

ARAMARK FHC School Support Services, LLC (Delaware)

ARAMARK FHC Services, LLC (Delaware)

ARAMARK FHC Sports and Entertainment Services, LLC (Delaware)

ARAMARK FHC, LLC (Delaware)

ARAMARK Food and Support Services Group, Inc. (Delaware)

ARAMARK Food Service Corporation (Delaware)
ARAMARK FSM, LLC (Delaware)
ARAMARK Healthcare Support Services of the Virgin Islands, Inc. (Delaware)
ARAMARK Healthcare Support Services, Inc. (Delaware)
ARAMARK India Holdings LLC (Delaware)
ARAMARK Industrial Services, Inc. (Delaware)
ARAMARK Japan, Inc. (Delaware)
ARAMARK Marketing Services Group, Inc. (Delaware)
ARAMARK Organizational Services, Inc. (Delaware)
ARAMARK RBI, Inc. (Delaware)
ARAMARK Refreshment Services, Inc. (Delaware)
ARAMARK Schools, Inc. (Delaware)
ARAMARK SCM, Inc. (Delaware)
ARAMARK Senior Living Services, LLC (Delaware)
ARAMARK Senior Notes Company (Delaware)
ARAMARK Services of Puerto Rico, Inc. (Delaware)
ARAMARK Services, Inc. (Delaware)
ARAMARK SM Management Services, Inc. (Delaware)
ARAMARK SMMS LLC (Delaware)
ARAMARK SMMS Real Estate LLC (Delaware)
ARAMARK Sports and Entertainment Group, Inc. (Delaware)
ARAMARK Sports and Entertainment Services, Inc. (Delaware)
ARAMARK Sports Facilities, LLC (Delaware)
ARAMARK Sports, Inc. (Delaware)
ARAMARK Summer Games 1996, Inc. (Delaware)

ARAMARK U.S. Offshore Services, Inc. (Delaware)
ARAMARK Uniform & Career Apparel Group, Inc. (Delaware)
ARAMARK Uniform & Career Apparel, Inc. (Delaware)
ARAMARK Uniform Manufacturing Company (Delaware)
ARAMARK Uniform Services (Matchpoint) LLC (Delaware)
ARAMARK Uniform Services (Midwest) LLC (Delaware)
ARAMARK Uniform Services (North Carolina) LLC (Delaware)
ARAMARK Uniform Services (Pittsburgh) LLC (Delaware)
ARAMARK Uniform Services (Rochester) LLC (Delaware)
ARAMARK Uniform Services (Santa Ana) LLC (Delaware)
ARAMARK Uniform Services (Syracuse) LLC (Delaware)
ARAMARK Uniform Services (West Adams) LLC (Delaware)
ARAMARK Venue Services, Inc. (Delaware)
ARAMARK/HMS Company (Delaware)
Delsac VIII, Inc. (Delaware)
Fine Host Holdings, LLC (Delaware)
Galls, an ARAMARK Company, LLC (Delaware)
Harrison Conference Associates, Inc. (Delaware)
Harrison Conference Center of Glen Cove, Inc. (New York)
Harry M. Stevens, Inc. (New York)
Seamlessweb Professional Solutions, Inc. (Delaware)
The Menu Marketing Group, Inc. (Delaware)
American Snack & Beverage, Inc. (Florida)
ARAMARK American Food Services, Inc. (Ohio)
ARAMARK Capital Asset Services, Inc. (Wisconsin)

ARAMARK Consumer Discount Company (Pennsylvania)
ARAMARK Distribution Services, Inc. (Illinois)
ARAMARK Educational Services of Vermont, Inc. (Vermont)
ARAMARK Facility Management Corporation of Iowa (Iowa)
ARAMARK Facility Services, Inc. (Maryland)
ARAMARK FHC Kansas, Inc. (Kansas)
ARAMARK Food Service Corporation of Kansas (Kansas)
ARAMARK Kitty Hawk, Inc. (Idaho)
ARAMARK Services of Kansas, Inc. (Kansas)
Harrison Conference Center of Lake Bluff, Inc. (Illinois)
Harrison Conference Services of Massachusetts, Inc. (Massachusetts)
Harrison Conference Services of North Carolina, Inc. (North Carolina)
Harrison Conference Services of Princeton, Inc. (New Jersey)
Harrison Conference Services of Wellesley, Inc. (Massachusetts)
Harry M. Stevens, Inc. of New Jersey (New Jersey)
Harry M. Stevens, Inc. of Penn. (Pennsylvania)
Kowalski-Dickow Associates, Inc. (Wisconsin)
L&N Uniform Supply Co., Inc. (California)
Lake Tahoe Cruises, Inc. (California)
Landy Textile Rental Services, Inc. (Pennsylvania)
MyAssistant, Inc. (Pennsylvania)
Overall Laundry Services, Inc. (WA)
Paradise Hornblower, LLC (California)
Restaura, Inc. (Michigan)
Shoreline Operating Company, Inc. (California)
Travel Systems, Ltd. (Nevada)

[Face of Fixed Rate Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

A-1-1

[RULE 144A][REGULATION S] GLOBAL NOTE

representing up to

\$ _____

8 1/2% Senior Notes due 2015

No. _____

[\$ _____]

RMK ACQUISITION CORPORATION

promises to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of _____ United States Dollars] on February 1, 2015.

Interest Payment Dates: February 1 and August 1

Record Dates: January 15 and July 15

- ¹ Rule 144A Note CUSIP: 038521AB6
Rule 144A Note ISIN: US038521AB64
Regulation S Note CUSIP: U03890AA5
Regulation S Note ISIN: USU03890AA57
Exchange Note CUSIP: 038521AD2
Exchange Note ISIN: US038521AD21

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated: January 26, 2007

RMK ACQUISITION CORPORATION

By: _____

Name:

Title:

This is one of the Fixed Rate Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: _____

Authorized Signatory

A-1-3

8 1/2% Senior Notes due 2015

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. RMK Acquisition Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Fixed Rate Note at 8 1/2% per annum from January 26, 2007² until maturity and shall pay the Additional Interest, if any, payable pursuant to the Registration Rights Agreement referred to below. Upon consummation of the Transactions, ARAMARK Corporation will assume the obligations of RMK Acquisition Corporation under this Fixed Rate Note. The Issuer will pay interest and Additional Interest, if any, semi-annually in arrears on February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an “Interest Payment Date”). Interest on the Fixed Rate Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that the first Interest Payment Date shall be August 1, 2007. The Issuer will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Fixed Rate Notes; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Additional Interest, if any, (without regard to any applicable grace periods) from time to time on demand at the interest rate on the Fixed Rate Notes. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. METHOD OF PAYMENT. The Issuer will pay interest on the Fixed Rate Notes and Additional Interest, if any, to the Persons who are registered Holders of Fixed Rate Notes at the close of business on the January 15 or July 15 (whether or not a Business Day), as the case may be, next preceding the Interest Payment Date, even if such Fixed Rate Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Payment of interest and Additional Interest, if any, may be made by check mailed to the Holders at their addresses set forth in the register of Holders, provided that payment by wire transfer of immediately available funds will be required with respect to principal of and interest, premium and Additional Interest, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, The Bank of New York, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to the Holders. The Issuer or any of its Subsidiaries may act in any such capacity.

4. INDENTURE. The Issuer issued the Fixed Rate Notes under an Indenture, dated as of January 26, 2007 (the “Indenture”), among RMK Acquisition Corporation, ARAMARK Corporation, _____

² With respect to the Initial Fixed Rate Notes.

the Guarantors named therein and the Trustee. This Fixed Rate Note is one of a duly authorized issue of notes of the Issuer designated as its 8 1/2% Senior Notes due 2015. The Issuer shall be entitled to issue Additional Fixed Rate Notes pursuant to Section 2.01 and 4.09 of the Indenture. The Fixed Rate Notes (including any Exchange Notes issued in exchange therefor) and the Floating Rate Notes issued under the Indenture (including any Exchange Notes issued in Exchange therefor) (collectively, referred to herein as the “Notes”) are separate series of Notes, but shall be treated as a single class of securities under the Indenture, unless otherwise specified in the Indenture. The terms of the Fixed Rate Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Fixed Rate Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Fixed Rate Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. OPTIONAL REDEMPTION.

(a) Except as described below under clauses 5(b) and 5(c) hereof, the Fixed Rate Notes will not be redeemable at the Issuer’s option before February 1, 2011.

(b) At any time prior to February 1, 2011, the Issuer may redeem all or a part of the Fixed Rate 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 Fixed Rate Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption (the “Redemption Date”), subject to the rights of Holders of Fixed Rate Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(c) Prior to February 1, 2010, the Issuer may, at its option, redeem up to 35% of the sum of the aggregate principal amount of all Fixed Rate Notes (and the principal amount of any Additional Notes that are Fixed Rate Notes) issued under the Indenture at a redemption price equal to 108.500% of the aggregate principal amount thereof, plus accrued and unpaid interest, and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Fixed Rate 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 Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the Issuer; provided that at least 50% of the sum of the aggregate principal amount of Fixed Rate Notes originally issued under the Indenture and any Additional Notes that are Fixed Rate Notes issued under the Indenture after the Issue Date remain outstanding immediately after the occurrence of each such redemption; provided, further, that each such redemption occurs within 90 days of the date of closing of each such Equity Offering. Notice of any redemption upon any Equity Offering may be given prior to the redemption thereof, and any such redemption or notice may, at the Issuer’s discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

(d) From and after February 1, 2011, the Issuer may redeem the Fixed Rate 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 Fixed Rate Notes to be redeemed) set forth below, plus accrued and unpaid interest, and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Fixed Rate 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 February 1 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2011	104.250 %
2012	102.125 %
2013 and thereafter	100.000 %

(e) Any redemption pursuant to this paragraph 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. MANDATORY REDEMPTION. The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Fixed Rate Notes.

7. NOTICE OF REDEMPTION. Subject to Section 3.03 of the Indenture, notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date (except that redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with Article 8 or Article 11 of the Indenture) to each Holder whose Fixed Rate Notes are to be redeemed at its registered address. Fixed Rate Notes in denominations larger than \$2,000 may be redeemed in part but only in whole multiples of \$1,000 in excess of \$2,000, unless all of the Notes held by a Holder are to be redeemed. On and after the Redemption Date interest ceases to accrue on Fixed Rate Notes or portions thereof called for redemption.

8. OFFERS TO REPURCHASE.

(a) Upon the occurrence of a Change of Control, the Issuer shall make an offer (a "Change of Control Offer") to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess of \$2,000) of each Holder's Fixed Rate Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase (the "Change of Control Payment"). The Change of Control Offer shall be made in accordance with Section 4.14 of the Indenture.

(b) Upon the occurrence of Asset Sales, the Issuer may be obligated to make offers to purchase Notes and redeem Senior Indebtedness of the Issuer with a portion of the Net Proceeds of such Asset Sales at a redemption price of 100% of the principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to the date of purchase.

9. DENOMINATIONS, TRANSFER, EXCHANGE. The Fixed Rate Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000. The transfer of Fixed Rate Notes may be registered and Fixed Rate Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Fixed Rate Note or portion of a Fixed Rate Note selected for redemption, except for the unredeemed portion of any Fixed Rate Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Fixed Rate Notes for a period of 15 days before a selection of Fixed Rate Notes to be redeemed.

10. PERSONS DEEMED OWNERS. The registered Holder of a Fixed Rate Note may be treated as its owner for all purposes.

11. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

12. **DEFAULTS AND REMEDIES.** The Events of Default relating to the Fixed Rate Notes are defined in Section 6.01 of the Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. Holders may not enforce the Indenture, the Fixed Rate Notes or the Guarantees except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Fixed Rate Notes notice of any continuing Default (except a Default relating to the payment of principal, premium, if any, Additional Interest, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or and its consequences under the Indenture except a continuing Default in payment of the principal of, premium, if any, Additional Interest, if any, or interest on, any of the Notes held by a non-consenting Holder. The Issuer and each Guarantor (to the extent that such Guarantor is so required under the Trust Indenture Act) is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required within five (5) Business Days after becoming aware of any Default, to deliver to the Trustee a statement specifying such Default and what action the Issuer proposes to take with respect thereto.

13. **AUTHENTICATION.** This Fixed Rate Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

14. **ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES.** In addition to the rights provided to Holders of Fixed Rate Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of January 26, 2007, among RMK Acquisition Corporation, ARAMARK Corporation, the Guarantors named therein and the other parties named on the signature pages thereof (the “Registration Rights Agreement”), including the right to receive Additional Interest (as defined in the Registration Rights Agreement).

15. **GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE FIXED RATE NOTES AND THE GUARANTEES.**

16. **CUSIP NUMBERS.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Fixed Rate Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Fixed Rate Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuer at the following address:

1101 Market Street
Philadelphia, Pennsylvania 19107
Fax No.: (215) 413-8808
Attention: General Counsel

A-1-8

ASSIGNMENT FORM

To assign this Fixed Rate Note, fill in the form below:

(I) or (we) assign and transfer this Fixed Rate Note to:

(Insert assignee' s legal name)

(Insert assignee' s Soc. Sec. or tax I.D. no.)

(Print or type assignee' s name, address and zip code)

and irrevocably appoint _____
to transfer this Fixed Rate Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on
the face of this Fixed Rate Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Fixed Rate Note purchased by the Issuer pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

Section 4.10

Section 4.14

If you want to elect to have only part of this Fixed Rate Note purchased by the Issuer pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

\$ _____

Date: _____

Your Signature: _____

(Sign exactly as your name appears on
the face of this Fixed Rate Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

A-1-10

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is \$_____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Custodian
_____	_____	_____	_____	_____

* This schedule should be included only if the Note is issued in global form.

[Face of Floating Rate Note]

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Legend, if applicable pursuant to the provisions of the Indenture]

A-2-1

[RULE 144A][REGULATION S] GLOBAL NOTE
representing up to
\$ _____
Senior Floating Rate Notes due 2015

No. _____ [\$ _____]

RMK ACQUISITION CORPORATION

promises to pay to CEDE & CO. or registered assigns, the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of _____ United States Dollars] on February 1, 2015.

Interest Payment Dates: February 1, May 1, August 1 and November 1

Record Dates: January 15, April 15, July 15 and October 15 _____

- ¹ Rule 144A Note CUSIP: 038521AE0
- Rule 144A Note ISIN: US038521AE04
- Regulation S Note CUSIP: U03890AB3
- Regulation S Note ISIN: USU03890AB31
- Exchange Note CUSIP: 038521AG5
- Exchange Note ISIN: US038521AG51

IN WITNESS HEREOF, the Issuer has caused this instrument to be duly executed.

Dated: January 26, 2007

RMK ACQUISITION CORPORATION

By: _____

Name:

Title:

This is one of the Floating Rate Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK,

as Trustee

By: _____

Authorized Signatory

A-2-3

Senior Floating Rate Notes due 2015

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. RMK Acquisition Corporation, a Delaware corporation, promises to pay interest on the principal amount of this Floating Rate Note at a rate per annum, reset quarterly, equal to LIBOR plus 3.50% as determined by the Calculation Agent from January 26, 2007² until maturity and shall pay the Additional Interest, if any, payable pursuant to the Registration Rights Agreement referred to below. Upon consummation of the Transaction, ARAMARK Corporation will assume the obligations of RMK Acquisition Corporation under this Floating Rate Note. The Issuer will pay interest and Additional Interest, if any, quarterly in arrears on February 1, May 1, August 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on May 1, 2007, of each year, or if any such day is not a Business Day, on the next succeeding Business Day. The Issuer will make each interest payment to the holders of record of the Floating Rate Notes on the immediately preceding January 15, April 15, July 15 and October 15 (each, a “Record Date”). Interest on the Floating Rate Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. The Issuer will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the rate borne by the Floating Rate Notes; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Additional Interest (without regard to any applicable grace periods) from time to time on demand at the rate borne by the Floating Rate Notes.

“Determination Date”, with respect to an Interest Period, will be the second London Banking Day preceding the first day of the Interest Period.

“Interest Period” means the period commencing on and including an interest payment date and ending on and including the day immediately preceding the next succeeding interest payment date, with the exception that the first Interest Period shall commence on and include the Issue Date and end on and include April 30, 2007.

“LIBOR”, with respect to an Interest Period, will be the rate (expressed as a percentage per annum) for deposits in United States dollars for a three-month period beginning on the second London Banking Day after the Determination Date that appears on Telerate Page 3750 as of 11:00 a.m., London time, on the Determination Date. If Telerate Page 3750 does not include such a rate or is unavailable on a Determination Date, the Calculation Agent will request the principal London office of each of four major banks in the London interbank market, as selected by the Calculation Agent (in consultation with the Issuer), to provide such bank’s offered quotation (expressed as a percentage per annum), as of approximately 11:00 a.m., London time, on such Determination Date, to prime banks in the London interbank market for deposits in a Representative Amount in U.S. dollars for a three-month period beginning on the second London Banking Day after the Determination Date. If at least two such offered quotations are so provided, LIBOR for the Interest Period will be the arithmetic mean of such quotations. If fewer

² With respect to Initial Floating Rate Notes.

than two such quotations are so provided, the Calculation Agent will request each of three major banks in New York City, as selected by the Calculation Agent (in consultation with the Issuer), to provide such bank's rate (expressed as a percentage per annum), as of approximately 11:00 a.m., New York City time, on such Determination Date, for loans in a Representative Amount in United States dollars to leading European banks for a three-month period beginning on the second London Banking Day after the Determination Date. If at least two such rates are so provided, LIBOR for the Interest Period will be the arithmetic mean of such rates. If fewer than two such rates are so provided, then LIBOR for the Interest Period will be LIBOR in effect with respect to the immediately preceding Interest Period.

“London Banking Day” is any day in which dealings in U.S. dollars are transacted or, with respect to any future date, are expected to be transacted in the London interbank market.

“Representative Amount” means a principal amount of not less than U.S.\$1,000,000 for a single transaction in the relevant market at the relevant time.

“Telerate Page 3750” means the display designated as “Page 3750” on the Moneyline Telerate service (or such other page as may replace Page 3750 on that service).

The amount of interest for each day that the Floating Rate Notes are outstanding (the “Daily Interest Amount”) will be calculated by dividing the interest rate in effect for such day by 360 and multiplying the result by the principal amount of the Floating Rate Notes. The amount of interest to be paid on the Floating Rate Notes for each Interest Period will be calculated by adding the Daily Interest Amounts for each day in the Interest Period.

All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655)) and all dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent being rounded upwards).

The interest rate on the Floating Rate Notes will in no event be higher than the maximum rate permitted by applicable law.

The Calculation Agent will, upon the request of the holder of any Floating Rate Note, provide the interest rate then in effect with respect to the Floating Rate Notes. All calculations made by the Calculation Agent in the absence of manifest error will be conclusive for all purposes and binding on the Issuer, the Guarantors and the holders of the Floating Rate Notes.

2. METHOD OF PAYMENT. The Issuer will pay interest on the Floating Rate Notes and Additional Interest, if any, to the Persons who are registered Holders of Floating Rate Notes at the close of business on the Record Date next preceding the Interest Payment Date, even if such Floating Rate Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Payment of interest and Additional Interest, if any, may be made by check mailed to the Holders at their addresses set forth in the register of Holders, provided that payment by wire transfer of immediately available funds will be required with respect to principal of and interest, premium and Additional Interest, if any, on, all Global Notes and all other Floating Rate Notes the Holders of which shall have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT, REGISTRAR AND CALCULATION AGENT. Initially, The Bank of New York, the Trustee under the Indenture, will act as Paying Agent, Registrar and Calculation Agent. The Issuer may change any Paying Agent, Registrar or Calculation Agent without notice to the Holders. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

4. INDENTURE. The Issuer issued the Floating Rate Notes under an Indenture, dated as of January 26, 2007 (the “Indenture”), among RMK Acquisition Corporation, ARAMARK Corporation, the Guarantors named therein and the Trustee. This Floating Rate Note is one of a duly authorized issue of notes of the Issuer designated as its Senior Floating Rate Notes due 2015. The Issuer shall be entitled to issued Additional Floating Rate Notes pursuant to Section 2.01 and 4.09 of the Indenture. The Floating Rate Notes (including any Exchange Notes issued in exchange therefor) and the Fixed Rate Notes issued under the Indenture (including any Exchange Notes issued in exchange therefor) (collectively referred to herein as the “Notes”) are separate series of Notes, but shall be treated as a single class of securities under the Indenture, unless otherwise specified in the Indenture. The terms of the Floating Rate Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). The Floating Rate Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Floating Rate Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. OPTIONAL REDEMPTION.

(a) Except as described below under clauses 5(b) and 5(c) hereof, the Floating Rate Notes will not be redeemable at the Issuer’s option prior to February 1, 2009.

(b) At any time prior to February 1, 2009 the Issuer may redeem all or a part of the Floating Rate 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 Floating Rate Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption (the “Redemption Date”), subject to the rights of Holders of Floating Rate Notes on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(c) Prior to February 1, 2009 the Issuer may, at its option, redeem up to 35% of the sum of the aggregate principal amount of Floating Rate Notes (and the principal amount of any Additional Notes that are Floating Rate Notes) issued by it a redemption price equal to 100% of the aggregate principal amount thereof, plus a premium equal to the rate per annum on the Floating Rate Notes applicable on the date on which notice of redemption is given, plus accrued and unpaid interest thereon and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Floating Rate 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; provided that at least 50% of the sum of the aggregate principal amount of Floating Rate Notes originally issued under the Indenture and the principal amount of any Additional Notes that are Floating Rate Notes issued under the Indenture after the Issue Date remains outstanding immediately after the occurrence of each such redemption; provided further that each such redemption occurs within 90 days of the date of closing of each such Equity Offering. Notice of any redemption upon any Equity Offering may be given prior to the redemption thereof, and any such redemption or notice may, at the Issuer’s discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering.

(d) From and after February 1, 2009 the Issuer may redeem the Floating Rate 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 Floating Rate Notes to be redeemed) set forth below, plus accrued and unpaid interest and Additional Interest, if any, to the applicable Redemption Date, subject to the right of Holders of Floating Rate 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 February 1 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2009	102.000 %
2010	101.000 %
2011 and thereafter	100.000 %

(e) Any redemption pursuant to this paragraph 5 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. **MANDATORY REDEMPTION.** The Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Floating Rate Notes.

7. **NOTICE OF REDEMPTION.** Subject to Section 3.03 of the Indenture, notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the redemption date (except that redemption notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with Article 8 or Article 11 of the Indenture) to each Holder whose Floating Rate Notes are to be redeemed at its registered address. Floating Rate Notes in denominations larger than \$2,000 may be redeemed in part but only in whole multiples of \$1,000 in excess of \$2,000, unless all of the Notes held by a Holder are to be redeemed. On and after the Redemption Date interest ceases to accrue on Floating Rate Notes or portions thereof called for redemption.

8. **OFFERS TO REPURCHASE.**

(a) Upon the occurrence of a Change of Control, the Issuer shall make an offer (a "Change of Control Offer") to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple thereof of \$1,000 in excess of \$2,000) of each Holder's Floating Rate Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest thereon, if any, to the date of purchase (the "Change of Control Payment"). The Change of Control Offer shall be made in accordance with Section 4.14 of the Indenture.

(b) Upon the occurrence of Asset Sales, the Issuer may be obligated to make offers to purchase Notes and redeem Senior Indebtedness of the Issuer with a portion of the Net Proceeds of such Asset Sales at a redemption price of 100% of the principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to the date of purchase.

9. **DENOMINATIONS, TRANSFER, EXCHANGE.** The Floating Rate Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess of \$2,000. The transfer of Floating Rate Notes may be registered and Floating Rate Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Floating Rate Note or portion of a Floating Rate Note selected for redemption, except for the unredeemed portion of any Floating Rate Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Floating Rate Notes for a period of 15 days before a selection of Floating Rate Notes to be redeemed.

10. PERSONS DEEMED OWNERS. The registered Holder of a Floating Rate Note may be treated as its owner for all purposes.

11. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

12. DEFAULTS AND REMEDIES. The Events of Default relating to the Floating Rate Notes are defined in Section 6.01 of the Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. Holders may not enforce the Indenture, the Floating Rate Notes or the Guarantees except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Floating Rate Notes notice of any continuing Default (except a Default relating to the payment of principal, premium, if any, Additional Interest, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or and its consequences under the Indenture except a continuing Default in payment of the principal of, premium, if any, Additional Interest, if any, or interest on, any of the Notes held by a non-consenting Holder. The Issuer and each Guarantor (to the extent that such Guarantor is so required under the Trust Indenture Act) is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required within five (5) Business Days after becoming aware of any Default, to deliver to the Trustee a statement specifying such Default and what action the Issuer proposes to take with respect thereto.

13. AUTHENTICATION. This Floating Rate Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

14. ADDITIONAL RIGHTS OF HOLDERS OF RESTRICTED GLOBAL NOTES AND RESTRICTED DEFINITIVE NOTES. In addition to the rights provided to Holders of Floating Rate Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes shall have all the rights set forth in the Registration Rights Agreement, dated as of January 26, 2007, among RMK Acquisition Corporation, ARAMARK Corporation, the Guarantors named therein and the other parties named on the signature pages thereof (the "Registration Rights Agreement"), including the right to receive Additional Interest (as defined in the Registration Rights Agreement).

15. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE FLOATING RATE NOTES AND THE GUARANTEES.

16. CUSIP NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Floating Rate Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Floating Rate Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Registration Rights Agreement. Requests may be made to the Issuer at the following address:

1101 Market Street
Philadelphia, Pennsylvania 19107
Fax No.: (215) 413-8808
Attention: General Counsel

A-2-9

ASSIGNMENT FORM

To assign this Floating Rate Note, fill in the form below:

(I) or (we) assign and transfer this Fixed Rate Note to:

_____ (Insert assignee' s legal name)

_____ (Insert assignee' s soc. sec. or tax I.D. no.)

_____ (Print or type assignee' s name, address and zip code)

and irrevocably appoint _____
to transfer this Floating Rate Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(Sign exactly as your name appears on
the face of this Floating Rate Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Floating Rate Note purchased by the Issuer pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

Section 4.10

Section 4.14

If you want to elect to have only part of this Floating Rate Note purchased by the Issuer pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

\$ _____

Date: _____

Your Signature: _____

(Sign exactly as your name appears on
the face of this Floating Rate Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is \$_____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized officer of Trustee or Custodian
_____	_____	_____	_____	_____

* This schedule should be included only if the Note is issued in global form.

FORM OF CERTIFICATE OF TRANSFER

[RMK Acquisition Corporation/ARAMARK Corporation]
 1101 Market Street
 Philadelphia, Pennsylvania 19107
 Fax No.: []
 Attention: General Counsel

The Bank of New York
 101 Barclay Street, Floor 8W
 New York, New York 10286
 Fax No.: (212) 815-3272
 Attention: Corporate Trust Administration

Re: [8 1/2% Senior Notes due 2015]
 [Senior Floating Rate Notes due 2015]

Reference is hereby made to the Indenture, dated as of January 26, 2007 (the "Indenture"), among RMK Acquisition Corporation, ARAMARK Corporation, the Guarantors named therein and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of \$ _____ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE 144A GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO RULE 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States.

2. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE REGULATION S GLOBAL NOTE OR A DEFINITIVE NOTE PURSUANT TO REGULATION S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor

B-1

nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Indenture and the Securities Act.

3. CHECK AND COMPLETE IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN THE DEFINITIVE NOTE PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) such Transfer is being effected to the Issuer or a subsidiary thereof;

or

(c) such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act.

4. CHECK IF TRANSFEREE WILL TAKE DELIVERY OF A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE OR OF AN UNRESTRICTED DEFINITIVE NOTE.

(a) CHECK IF TRANSFER IS PURSUANT TO RULE 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on

transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

B-3

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

B-4

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) a beneficial interest in the:

(i) 144A Global Note (CUSIP []² []³), or

(ii) Regulation S Global Note (CUSIP []¹ []²), or

(b) a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) a beneficial interest in the:

(i) 144A Global Note (CUSIP []¹ []²), or

(ii) Regulation S Global Note (CUSIP []¹ []²), or

(iii) Unrestricted Global Note (CUSIP []¹ []²);

or

(b) a Restricted Definitive Note; or

(c) an Unrestricted Definitive Note, in accordance with the terms of the Indenture.

¹ With respect to Initial Floating Rate Notes.

² Fixed Rate Notes.

³ Floating Rate Notes.

FORM OF CERTIFICATE OF EXCHANGE

[RMK Acquisition Corporation/ARAMARK Corporation]
 1101 Market Street
 Philadelphia, Pennsylvania 19107
 Fax No.: []
 Attention: General Counsel

The Bank of New York
 101 Barclay Street, Floor 8W
 New York, New York 10286
 Fax No.: (212) 815-3272
 Attention: Corporate Trust Administration

Re: [8 1/2% Senior Notes due 2015]
 [Senior Floating Rate Notes due 2015]

Reference is hereby made to the Indenture, dated as of January 26, 2007 (the "Indenture"), among RMK Acquisition Corporation, ARAMARK Corporation, the Guarantors named therein and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of \$ _____ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN A RESTRICTED GLOBAL NOTE FOR UNRESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN AN UNRESTRICTED GLOBAL NOTE

a) [] CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

b) [] CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is

C-1

being acquired for the Owner' s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

c) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL NOTE. In connection with the Owner' s Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner' s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

d) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO UNRESTRICTED DEFINITIVE NOTE. In connection with the Owner' s Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner' s own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2) EXCHANGE OF RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES FOR RESTRICTED DEFINITIVE NOTES OR BENEFICIAL INTERESTS IN RESTRICTED GLOBAL NOTES

a) CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE TO RESTRICTED DEFINITIVE NOTE. In connection with the Exchange of the Owner' s beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner' s own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

b) CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE NOTE TO BENEFICIAL INTEREST IN A RESTRICTED GLOBAL NOTE. In connection with the Exchange of the Owner' s Restricted Definitive Note for a beneficial interest in the [CHECK ONE] 144A Global Note Regulation S Global Note, with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being

acquired for the Owner' s own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer and are dated

_____.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

C-3

[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]

Supplemental Indenture (this "Supplemental Indenture"), dated as of _____, among _____ (the "Guaranteeing Subsidiary"), a subsidiary of [RMK Acquisition Corporation/ARAMARK Corporation], a Delaware Corporation (the "Issuer"), and The Bank of New York, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, each of RMK Acquisition Corporation, ARAMARK Corporation and the Guarantors (as defined in the Indenture referred to below) has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of January 26, 2007, providing for the issuance of an unlimited aggregate principal amount of 8 1/2% Senior Notes due 2015 and Senior Floating Rate Notes due 2015 (together, the "Notes");

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

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

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

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally unconditionally guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(i) the principal of and interest, premium and Additional Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity,

by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors and the Guaranteeing Subsidiary shall be jointly and severally obligated to pay the same immediately. This is a guarantee of payment and not a guarantee of collection.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[GUARANTEEING SUBSIDIARY]

By: _____

Name:

Title:

THE BANK OF NEW YORK, as Trustee

By: _____

Name:

Title:

D-6

REGISTRATION RIGHTS AGREEMENT

Dated as of January 26, 2007

Among

RMK ACQUISITION CORPORATION,

ARAMARK CORPORATION,

THE GUARANTORS LISTED ON SCHEDULE I HERETO

and

J.P. MORGAN SECURITIES INC.

and

GOLDMAN, SACHS & CO.

as Representatives of the Several Initial Purchasers

8.50% Senior Notes due 2015

Senior Floating Rate Notes due 2015

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions	1
2. Exchange Offer	5
3. Shelf Registration	8
4. Market-Making	10
5. Additional Interest	14
6. Registration Procedures	15
7. Registration Expenses	23
8. Indemnification and Contribution	23
9. Rules 144 and 144A	28
10. Underwritten Registrations	28
11. Miscellaneous	28

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is dated as of January 26, 2007, among RMK ACQUISITION CORPORATION, a Delaware corporation ("RMK"), ARAMARK CORPORATION, a Delaware corporation (the "Company"), the guarantors listed on Schedule I hereto (the "Guarantors") and J.P. MORGAN SECURITIES INC. and GOLDMAN, SACHS & CO., as representatives (the "Representatives") of the several initial purchasers (the "Initial Purchasers") named on Schedule I to the Purchase Agreement (as defined below).

This Agreement is entered into in connection with the Purchase Agreement, dated as of January 17, 2007 (the "Purchase Agreement"), by and among RMK and the Initial Purchasers, which provides for, among other things, the sale by RMK to the Initial Purchasers of \$1,280,000,000 aggregate principal amount of the Issuer's (as defined below) 8.50% Senior Notes due 2015 (the "Fixed-Rate Notes") and \$500,000,000 aggregate principal amount of the Issuer's Senior Floating Rate Notes due 2015 (the "Floating Rate Notes" and, together with the Fixed-Rate Notes, the "Notes"). The Notes are issued under an indenture, dated as of the date hereof (as amended or supplemented from time to time, the "Indenture"), among RMK, the Company, the Guarantors and The Bank of New York, as trustee (the "Trustee"). Pursuant to the Purchase Agreement and the Indenture, the Guarantors are required to guarantee (collectively, the "Guarantees") the Issuer's obligations under the Notes and the Indenture. References to the "Securities" shall mean, collectively, the Notes and, when issued, the Guarantees. References to the "Issuer" refer to (x) prior to the consummation of the merger of RMK with and into the Company (the "Merger"), RMK and (y) from and after the consummation of the Merger, the Company. In order to induce the Initial Purchasers (including the Market-Makers) to enter into the Purchase Agreement, the Issuer has agreed to provide the registration rights set forth in this Agreement for the benefit of the Initial Purchasers and any subsequent holder or holders of the Securities. The execution and delivery of this Agreement is a condition to the Initial Purchasers' obligations under the Purchase Agreement.

The parties hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

Additional Guarantor: Any subsidiary of the Company that executes a Subsidiary Guarantee under the Indenture after the date of this Agreement.

Additional Interest: See Section 5(a) hereof.

Advice: See the last paragraph of Section 6 hereof.

Agreement: See the introductory paragraphs hereto.

Applicable Period: See Section 2(b) hereof.

Business Day: Shall have the meaning ascribed to such term in Rule 14d-1 under the Exchange Act.

Company: See the introductory paragraphs hereto.

Effectiveness Date: With respect to any Shelf Registration Statement, the 90th day after the Filing Date with respect thereto; provided, however, that if the Effectiveness Date would otherwise fall on a day that is not a Business Day, then the Effectiveness Date shall be the next succeeding Business Day.

Effectiveness Period: See Section 3(a) hereof.

Event Date: See Section 5(b) hereof.

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

Exchange Notes: See Section 2(a) hereof.

Exchange Offer: See Section 2(a) hereof.

Exchange Offer Registration Statement: See Section 2(a) hereof.

Exchange Securities: See Section 2(a) hereof.

Existing Notes: ARAMARK Services' outstanding \$250.0 million 5% senior notes due 2012.

Filing Date: The 90th day after the delivery of a Shelf Notice as required pursuant to Section 2(c) hereof; provided, however, that if the Filing Date would otherwise fall on a day that is not a Business Day, then the Filing Date shall be the next succeeding Business Day.

First Alternate Registration: See Section 4(a)(i) hereof.

Fixed-Rate Notes: See the introductory paragraphs hereto.

Floating Rate Notes: See the introductory paragraphs hereto.

Guarantees: See the introductory paragraphs hereto.

Guarantors: See the introductory paragraphs hereto and shall also include any Guarantor' s successors and any Additional Guarantors.

Holder: Any holder of a Registrable Security or Registrable Securities.

Indenture: See the introductory paragraphs hereto.

Information: See Section 6(o) hereof.

Initial Purchasers: See the introductory paragraphs hereto.

Initial Shelf Registration: See Section 3(a) hereof.

Inspectors: See Section 6(o) hereof.

Issue Date: January 26, 2007, the date of original issuance of the Notes.

Issuer: See the introductory paragraphs hereto.

Issuer Free Writing Prospectus: Each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Issuer or used or referred to by the Issuer in connection with the sale of the Securities or the Exchange Securities.

Issuer Information: See Section 8(a)(i) hereof.

Market-Maker: See Section 4(a) hereof.

Market-Making Conditions: See Section 4(a) hereof.

Market-Making Registration: See Section 4(a)(i) hereof.

Market-Making Registration Statement: See Section 4(a)(i) hereof.

Merger: See the introductory paragraphs hereto.

NASD: See Section 6(s) hereof.

New Guarantees: See Section 2(a) hereof.

Notes: See the introductory paragraphs hereto.

Participant: See Section 8(a) hereof.

Participating Broker-Dealer: See Section 2(b) hereof.

Person: An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm or other legal entity.

Private Exchange: See Section 2(b) hereof.

Private Exchange Notes: See Section 2(b) hereof.

Prospectus: The prospectus included in any Registration Statement (including, without limitation, any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A (as amended or replaced) under the Securities Act), as amended or supplemented by any prospectus supplement, and all other amendments and supplements to the Prospectus, including post-

effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: See the introductory paragraphs hereof.

Records: See Section 6(o) hereof.

Registrable Securities: Each Security upon its original issuance and at all times subsequent thereto, each Exchange Security as to which Section 2(c)(iv) hereof is applicable upon original issuance and at all times subsequent thereto and each Private Exchange Note (and the related Guarantees) upon original issuance thereof and at all times subsequent thereto, until, in each case, the earliest to occur of (i) a Registration Statement (other than, with respect to any Exchange Securities as to which Section 2(c)(iv) hereof is applicable, the Exchange Offer Registration Statement) covering such Security, Exchange Security or Private Exchange Note (and the related Guarantees) has been declared effective by the SEC and such Security, Exchange Security or such Private Exchange Note (and the related Guarantees), as the case may be, has been disposed of in accordance with such effective Registration Statement, (ii) such Security has been exchanged pursuant to the Exchange Offer for an Exchange Security or Exchange Securities that may be resold without restriction under state and federal securities laws, (iii) such Security, Exchange Security or Private Exchange Note (and the related Guarantees), as the case may be, ceases to be outstanding for purposes of the Indenture or (iv) such Security, Exchange Security or Private Exchange Note (and the related Guarantees), as the case may be, may be resold without restriction pursuant to Rule 144(k) (as amended or replaced) under the Securities Act.

Registration Statement: Any registration statement of the Issuer that covers any of the Securities, the Exchange Securities or the Private Exchange Notes (and the related Guarantees) filed with the SEC under the Securities Act, including, in each case, the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

RMK: See the introductory paragraphs hereto.

Rule 144: Rule 144 (as amended or replaced) under the Securities Act.

Rule 144A: Rule 144A (as amended or replaced) under the Securities Act.

Rule 405: Rule 405 (as amended or replaced) under the Securities Act.

Rule 415: Rule 415 (as amended or replaced) under the Securities Act.

Rule 424: Rule 424 (as amended or replaced) under the Securities Act.

SEC: The U.S. Securities and Exchange Commission.

Securities: See the introductory paragraphs hereto.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Shelf Notice: See Section 2(c) hereof.

Shelf Registration: See Section 3(b) hereof.

Shelf Registration Statement: Any Registration Statement relating to a Shelf Registration.

Shelf Suspension Period: See Section 3(a) hereof.

Subsequent Shelf Registration: See Section 3(b) hereof.

TIA: The Trust Indenture Act of 1939, as amended.

Trustee: The trustee under the Indenture and the trustee under any indenture (if different) governing the Exchange Securities and Private Exchange Notes (and the related Guarantees).

Underwritten registration or underwritten offering: A registration in which securities of the Issuer is sold to an underwriter for reoffering to the public.

Except as otherwise specifically provided, all references in this Agreement to acts, laws, statutes, rules, regulations, releases, forms, no-action letters and other regulatory requirements (collectively, “Regulatory Requirements”) shall be deemed to refer also to any amendments thereto and all subsequent Regulatory Requirements adopted as a replacement thereto having substantially the same effect therewith; provided that Rule 144 shall not be deemed to amend or replace Rule 144A.

2. Exchange Offer

(a) Unless the Exchange Offer would violate applicable law or any applicable interpretation of the staff of the SEC, the Issuer shall use its reasonable best efforts to file with the SEC a Registration Statement (the “Exchange Offer Registration Statement”) on an appropriate registration form with respect to a registered offer (the “Exchange Offer”) to exchange any and all of the Registrable Securities for a like aggregate principal amount of debt securities of the Issuer (the “Exchange Notes”), guaranteed, to the extent applicable, on an unsecured senior basis by the Guarantors (the “New Guarantees” and, together with the Exchange Notes, the “Exchange Securities”), that are identical in all material respects to the Fixed-Rate Notes or Floating Rate Notes, as applicable, except that (i) the Exchange Notes shall contain no restrictive legend thereon, (ii) interest thereon shall accrue from the last date on which interest was paid on such Notes or, if no such interest has been paid, from the Issue Date and (iii) the Exchange Securities shall be entitled to the benefits of the Indenture or a trust indenture which is identical in all material respects to the Indenture (other than such changes to the Indenture or any such identical trust indenture as are necessary to comply with the TIA) and which, in either case, has been qualified under the TIA. The Exchange Offer shall comply with all applicable tender offer rules and regulations under the Exchange Act and other applicable laws. The Issuer shall use its reasonable best efforts to (x) prepare and file with the SEC the Exchange Offer Registration Statement with respect to the Exchange Offer; (y) keep the Exchange Offer open for at least 20 Business Days (or longer if required by applicable law) after the date that notice of the Exchange Offer is mailed to Holders; and (z) consummate the Exchange Offer on or prior to the 240th day following the Issue Date.

Each Holder (including, without limitation, each Participating Broker-Dealer) that participates in the Exchange Offer, as a condition to participation in the Exchange Offer, will be required to represent to the Issuer in writing (which may be contained in the applicable letter of transmittal) that: (i) any Exchange Securities acquired in exchange for Registrable Securities tendered are being acquired in the ordinary course of business of the Person receiving such Exchange Securities, whether or not such recipient is such Holder itself; (ii) at the time of the commencement or consummation of the Exchange Offer neither such Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder has an arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the provisions of the Securities Act; (iii) neither the Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder is an “affiliate” (as defined in Rule 405) of the Issuer or, if it is an affiliate of the Issuer, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable and will provide information to be included in the Shelf Registration Statement in accordance with Section 6 hereof in order to have their Securities included in the Shelf Registration Statement and benefit from the provisions regarding Additional Interest in Section 5 hereof; (iv) if such Holder is not a broker-dealer, neither such Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder is engaging in or intends to engage in a distribution of the Exchange Securities; and (v) if such Holder is a Participating Broker-Dealer, such Holder has acquired the Registrable Securities for its own account in exchange for Securities that were acquired as a result of market-making activities or other trading activities and that it will comply with the applicable provisions of the Securities Act (including, but not limited to, any prospectus delivery requirements thereunder).

Upon consummation of the Exchange Offer in accordance with this Section 2, the provisions of this Agreement shall continue to apply, mutatis mutandis, solely with respect to Registrable Securities that are Private Exchange Notes (and the related Guarantees), Exchange Securities as to which Section 2(c)(iv) is applicable and Exchange Securities held by the Market-Maker and Participating Broker-Dealers, and the Issuer shall have no further obligation to register Registrable Securities (other than Private Exchange Notes (and the related Guarantees) and Exchange Securities as to which clause 2(c)(iv) hereof applies) pursuant to Section 3 hereof.

No securities other than the Exchange Securities and the Senior Subordinated Notes (and the related guarantees) shall be included in the Exchange Offer Registration Statement.

(b) The Issuer shall include within the Prospectus contained in the Exchange Offer Registration Statement a section entitled “Plan of Distribution,” which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential “underwriter” status of any broker-dealer that is the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer (a “Participating Broker-Dealer”), whether such positions or policies have been publicly disseminated by the staff of the SEC or such positions or policies represent the prevailing views of the staff of the SEC. Such “Plan of Distribution” section shall also expressly permit, to the extent permitted by applicable policies and regulations of the SEC, the use of the Prospectus by all Participating Broker-Dealers, and include a statement describing the means by which Participating Broker-Dealers may resell the Exchange Securities in compliance with the Securities Act.

The Issuer shall use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as is necessary to comply with applicable law in connection with any resale of the Exchange Securities; provided, however, that such period shall not be required to exceed 90 days, such longer period if extended pursuant to the last paragraph of Section 6 hereof (the “Applicable Period”).

If, prior to consummation of the Exchange Offer, the Initial Purchasers hold any Notes acquired by them that have the status of an unsold allotment in the initial distribution, the Issuer, upon the request of the Initial Purchasers, shall simultaneously with the delivery of the Exchange Notes issue and deliver to the Initial Purchasers, in exchange (the “Private Exchange”) for such Notes held by any such Holder, a like principal amount of notes (the “Private Exchange Notes”) of the Issuer, guaranteed by the Guarantors, that are identical in all material respects to the Exchange Notes except for the placement of a restrictive legend on such Private Exchange Notes. The Private Exchange Notes shall be issued pursuant to the same indenture as the Exchange Notes and bear the same CUSIP number as the Exchange Notes if permitted by the CUSIP Service Bureau.

In connection with the Exchange Offer, the Issuer shall:

- (1) mail, or cause to be mailed, to each Holder of record entitled to participate in the Exchange Offer a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;
- (2) use their respective reasonable best efforts to keep the Exchange Offer open for not less than 20 Business Days from the date that notice of the Exchange Offer is mailed to Holders (or longer if required by applicable law);
- (3) utilize the services of a depository for the Exchange Offer with an address in the Borough of Manhattan, The City of New York or in Wilmington, Delaware;
- (4) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York time, on the last Business Day on which the Exchange Offer remains open; and
- (5) otherwise comply in all material respects with all laws, rules and regulations applicable to the Exchange Offer.

As soon as practicable after the close of the Exchange Offer and any Private Exchange, the Issuer shall:

- (1) accept for exchange all Registrable Securities validly tendered and not validly withdrawn pursuant to the Exchange Offer and any Private Exchange;
- (2) deliver to the Trustee for cancellation all Registrable Securities so accepted for exchange; and

(3) cause the Trustee to authenticate and deliver promptly to each Holder of Notes, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange; provided that, in the case of any Notes held in global form by a depository, authentication and delivery to such depository of one or more replacement Notes in global form in an equivalent principal amount thereto for the account of such Holders in accordance with the Indenture shall satisfy such authentication and delivery requirement.

The Exchange Offer and the Private Exchange shall not be subject to any conditions, other than that (i) the Exchange Offer or Private Exchange, as the case may be, does not violate applicable law or any applicable interpretation of the staff of the SEC; (ii) no action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair the ability of the Issuer to proceed with the Exchange Offer or the Private Exchange, and no material adverse development shall have occurred in any existing action or proceeding with respect to the Issuer; and (iii) all governmental approvals shall have been obtained, which approvals the Issuer deem necessary for the consummation of the Exchange Offer or Private Exchange.

The Exchange Securities and the Private Exchange Notes (and related guarantees) shall be issued under (i) the Indenture or (ii) an indenture identical in all material respects to the Indenture and which, in either case, has been qualified under the TIA or is exempt from such qualification and shall provide that the Exchange Securities shall not be subject to the transfer restrictions set forth in the Indenture. The Indenture or such indenture shall provide that the Exchange Notes, the Private Exchange Notes and the Notes shall vote and consent together on all matters as one class and that none of the Exchange Notes, the Private Exchange Notes or the Notes will have the right to vote or consent as a separate class on any matter.

(c) If, (i) because of any change in law or in currently prevailing interpretations of the staff of the SEC, the Issuer is not permitted to effect the Exchange Offer, (ii) the Exchange Offer is not consummated within 240 days of the Issue Date, (iii) any holder of Private Exchange Notes so requests in writing to the Issuer at any time within 30 days after the consummation of the Exchange Offer, or (iv) in the case of any Holder that participates in the Exchange Offer, such Holder does not receive Exchange Securities on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such Holder as an affiliate of the Issuer within the meaning of the Securities Act) and so notifies the Issuer within 30 days after such Holder first becomes aware of such restrictions, in the case of each of clauses (i) to and including (iv) of this sentence, then the Issuer shall promptly deliver to the Trustee (to deliver to the Holders) written notice thereof (the “Shelf Notice”) and shall file a Shelf Registration pursuant to Section 3 hereof.

3. Shelf Registration

If at any time a Shelf Notice is delivered as contemplated by Section 2(c) hereof, then:

(a) Shelf Registration. The Issuer shall promptly file with the SEC a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Registrable Securities (the “Initial Shelf Registration”). The Issuer shall use its reasonable best efforts to file with the SEC the Initial Shelf Registration on or prior to the Filing Date. The

Initial Shelf Registration shall be on Form S-1 or another appropriate form permitting registration of such Registrable Securities for resale by Holders in the manner or manners designated by them (including, without limitation, one or more underwritten offerings). The Issuer shall not permit any securities other than the Registrable Securities and the Guarantees and the Senior Subordinated Notes and the related guarantees to be included in the Initial Shelf Registration or any Subsequent Shelf Registration (as defined below).

The Issuer shall use its reasonable best efforts to cause the Shelf Registration to be declared effective under the Securities Act on or prior to the Effectiveness Date and to keep the Initial Shelf Registration continuously effective under the Securities Act until the earliest of (i) the date that is two years from the Issue Date (ii) such shorter period ending when all Registrable Securities covered by the Initial Shelf Registration have been sold in the manner set forth and as contemplated in the Initial Shelf Registration or, if applicable, a Subsequent Shelf Registration or (iii) the date upon which all Registrable Securities become eligible for resale without regard to volume, manner of sale or other restrictions contained in Rule 144(k) (the “Effectiveness Period”); provided, however, that the Effectiveness Period in respect of the Initial Shelf Registration shall be extended to the extent required to permit dealers to comply with the applicable prospectus delivery requirements of Rule 174 under the Securities Act and as otherwise provided herein. Notwithstanding anything to the contrary in this Agreement, at any time, the Issuer may delay the filing of any Initial Shelf Registration Statement or delay or suspend the effectiveness thereof, for a reasonable period of time, but not in excess of 60 consecutive days or more than three (3) times during any calendar year (each, a “Shelf Suspension Period”), if the Board of Directors of the Issuer determines reasonably and in good faith that the filing of any such Initial Shelf Registration Statement or the continuing effectiveness thereof would require the disclosure of non-public material information that, in the reasonable judgment of the Board of Directors of the Issuer, would be detrimental to the Issuer if so disclosed or would otherwise materially adversely affect a financing, acquisition, disposition, merger or other material transaction or such action is required by applicable law.

(b) Withdrawal of Stop Orders; Subsequent Shelf Registrations. If the Initial Shelf Registration or any Subsequent Shelf Registration ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the Securities registered thereunder), the Issuer shall use its reasonable best efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall file an additional Shelf Registration Statement pursuant to Rule 415 covering all of the Registrable Securities covered by and not sold under the Initial Shelf Registration or an earlier Subsequent Shelf Registration (each, a “Subsequent Shelf Registration”). If a Subsequent Shelf Registration is filed, the Issuer shall use its reasonable best efforts to cause the Subsequent Shelf Registration to be declared effective under the Securities Act as soon as practicable after such filing and to keep such subsequent Shelf Registration continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration or any Subsequent Shelf Registration was previously continuously effective. As used herein the term “Shelf Registration” means the Initial Shelf Registration and any Subsequent Shelf Registration.

(c) Supplements and Amendments. The Issuer shall promptly supplement and amend the Shelf Registration if required by the rules, regulations or instructions applicable to the

registration form used for such Shelf Registration, if required by the Securities Act, or if reasonably requested by the Holders of a majority in aggregate principal amount of the Registrable Securities (or their counsel) covered by such Registration Statement with respect to the information included therein with respect to one or more of such Holders, or, if reasonably requested by any underwriter of such Registrable Securities, with respect to the information included therein with respect to such underwriter.

4. Market-Making

(a) For the benefit of Goldman, Sachs & Co. and J.P. Morgan Securities Inc. (each in such capacity, a “Market-Maker” and together, the “Market-Makers”) or any of their respective affiliates (as defined in the rules and regulations of the SEC), so long as (x) any of the Existing Notes, Registrable Securities or Exchange Securities are outstanding and (y) it would be necessary under applicable laws, rules and regulations, in the reasonable opinion of a Market-Maker, for such Market-Maker or any of its affiliates to deliver a Prospectus in connection with market-making activities with respect to the Existing Notes, Registrable Securities or Exchange Securities and such Market-Maker or such affiliate proposes to make a market in the Existing Notes, Registrable Securities or Exchange Securities as part of its business in the ordinary course (the “Market-Making Conditions”), the following provisions shall apply for the sole benefit of such Market-Maker (it being understood that only a person for whom the Market-Making Conditions apply at the applicable time shall be deemed a Market-Maker for purposes of the following provisions at any time):

(i) The Issuer shall file under the Securities Act one or more registration statements, in a form approved by each Market-Maker (each such filing, a “Market-Making Registration,” and each such registration statement, the “Market-Making Registration Statement”). The Issuer agrees to use its reasonable best efforts to cause a Market-Making Registration Statement with respect to the Exchange Securities (which Market-Making Registration Statement will also cover any outstanding Existing Notes at such time) to be declared effective on or prior to (i) the date the Exchange Offer is completed pursuant to Section 2(a) above or (ii) the date the Initial Shelf Registration becomes or is declared effective pursuant to Section 3 above, and, in each case, to keep such Market-Making Registration Statement continuously effective for so long as either Market-Maker may be required to deliver a Prospectus in connection with transactions in Registrable Securities or the Exchange Securities (or the Existing Notes, to the extent that such Market-Making Registration Statement covered the Existing Notes), as the case may be; provided that the Issuer shall not be required to have a Market-Making Registration Statement covering only the Existing Notes be declared effective within the timeframe described above if the Registrable Securities and Exchange Securities cease to be outstanding within such timeframe. If a Market-Making Registration Statement covering the Existing Notes is not required to be declared effective because the Registrable Securities and Exchange Notes are no longer outstanding, the Issuer agrees to use its reasonable best efforts to cause a Market-Making Registration Statement covering any then outstanding Existing Notes to become effective on or prior to the date any first registration statement on Form S-1 or Form S-4 covering any securities of the Issuer filed after the date hereof (any such registration statement, the “First Alternate Registration”) becomes effective and to keep such Market-Making Registration Statement continuously effective for so long as either Market-Maker may be required to deliver a Prospectus in connection with transactions in the Existing Notes. In the event that a Market-Maker holds Existing Notes or Securities at the earlier of

the time the Exchange Offer is to be conducted under Section 2(a) above or the time of the First Alternate Registration, the Issuer agrees that the applicable Market-Making Registration shall provide for the resale by such Market-Maker of such Existing Notes, Registrable Securities or Exchange Securities, as the case may be, and shall use its reasonable best efforts to keep the Market-Making Registration Statement continuously effective for so long as such Market-Maker may be required to deliver a Prospectus in connection with the sale of such Existing Notes, Registrable Securities or Exchange Securities. The Issuer further agrees to supplement or make amendments to each Market-Making Registration Statement, as and when required by the rules, regulations or instructions applicable to the registration form used by the Issuer for the applicable Market-Making Registration Statement, and the Issuer agrees to furnish to each Market-Maker copies of any such supplement or amendment or any Issuer Free Writing Prospectus prior to its being used or promptly following its filing with the SEC.

(ii) Notwithstanding the foregoing, the Issuer may suspend the offering and sale under a Market-Making Registration Statement for a period or periods the Board of Directors of the Issuer reasonably determines to be advisable for valid business reasons, but in any event not in excess of 60 consecutive days or more than three (3) times during any calendar year during which such Market-Making Registration Statement is required to be effective and usable hereunder (measured from the Effective Time of such Market-Making Registration Statement to successive anniversaries thereof) if (A) (i) the Board of Directors of the Issuer determines in good faith that such action is in the best interests of the Issuer or (ii) such Market-Making Registration Statement, Prospectus, Issuer Free Writing Prospectus or amendment or supplement thereto contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (B) the Issuer notifies each Market-Maker within five days before the effectiveness of such suspension.

(iii) The Issuer shall notify each Market-Maker (A) when any post-effective amendment to a Market-Making Registration Statement or any amendment or supplement to the related Prospectus or any Issuer Free Writing Prospectus has been filed, and, with respect to any post-effective amendment, when the same has become effective; (B) of any request by the SEC for any post-effective amendment to a Market-Making Registration Statement, any supplement or amendment to the related Prospectus, any Issuer Free Writing Prospectus or for additional information; (C) of the issuance by the SEC of any stop order suspending the effectiveness of a Market-Making Registration Statement or the initiation of any proceedings for that purpose; (D) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Registrable Securities or Exchange Securities (or, the Existing Notes if they were covered by the Market-Making Registration Statement), for sale in any jurisdiction or the initiation or threatening of any proceedings for such purpose; and (E) of the happening of any event that makes any statement made in a Market-Making Registration Statement, the related Prospectus, any Issuer Free Writing Prospectus or any amendment or supplement thereto untrue or that requires the making of any changes in a Market-Making Registration Statement, such Prospectus, such Issuer Free Writing Prospectus or any amendment or supplement thereto, in order to make the statements therein not misleading.

(iv) If any event contemplated by Section 4(a)(iii)(B), (D) and (E) occurs during the period for which the Issuer is required to maintain an effective Market-Making Registration Statement, the Issuer shall promptly prepare and file with the SEC a post-effective amendment to the applicable Market-Making Registration Statement or a supplement to the related Prospectus or Issuer Free Writing Prospectus or file any other required document so that the Prospectus or Issuer Free Writing Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(v) In the event of the issuance of any stop order suspending the effectiveness of a Market-Making Registration Statement or of any order suspending the qualification of the Registrable Securities or Exchange Securities (or Existing Notes if they were covered by the Market-Making Registration Statement) for sale in any jurisdiction, the Issuer shall use promptly its reasonable best efforts to obtain its withdrawal.

(vi) The Issuer shall furnish to each Market-Maker, in each case without charge to each Market-Maker, at least one conformed copy of each Market-Making Registration Statement and any post-effective amendment thereto, any Issuer Free Writing Prospectus and electronic copies of the related Prospectus and any amendment or supplement thereto.

(vii) The Issuer shall consent to the use of the Prospectus contained in a Market-Making Registration Statement or any amendment or supplement thereto or any Issuer Free Writing Prospectus by a Market-Maker in connection with its market-making activities.

(viii) Notwithstanding the foregoing provisions of this Section 4, the Issuer may for valid business reasons, including without limitation, a potential acquisition, divestiture of assets or other material corporate transaction, issue a notice that a Market-Making Registration Statement is no longer effective or the Prospectus included therein is no longer usable for offers and sales of Registrable Securities or Exchange Securities (or Existing Notes if applicable) and may issue any notice suspending use of such Market-Making Registration Statement required under applicable securities laws to be issued for so long as valid business reasons exist and the Issuer shall not be obligated to amend or supplement such Market-Making Registration Statement or the Prospectus included therein until it reasonably deems appropriate. Each Market-Maker agrees that upon receipt of any notice from the Issuer pursuant to this Section 4(a)(viii), it will discontinue use of each Market-Making Registration Statement until receipt of copies of the supplemented or amended Prospectus relating thereto until advised in writing by the Issuer that the use of a Market-Making Registration Statement may be resumed.

(b) In connection with a Market-Making Registration, the Issuer shall (i) make reasonably available for inspection by a representative of, and counsel acting for, the Market-Makers all relevant financial and other records, pertinent corporate documents and properties of the Issuer and its subsidiaries and (ii) use its reasonable best efforts to have its officers, directors, employees, accountants and counsel supply all relevant information reasonably requested by such representative or counsel or the Market-Makers.

(c) Prior to the effective date of a Market-Making Registration Statement, the Issuer will use its reasonable best efforts to register or qualify such Registrable Securities, Exchange Securities or Existing Notes, as applicable, for offer and sale under the securities or blue sky laws of such jurisdictions as the Market-Makers reasonably request in writing and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Registrable Securities, Exchange Securities or Existing Notes covered by such Market-Making Registration Statement; provided that neither the Issuer nor any Guarantor will be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process or to taxation in any such jurisdiction where it is not then so subject.

(d) The Issuer represents and agrees that each Market-Making Registration Statement, any post-effective amendments thereto, any amendments or supplements to the related Prospectus, any Issuer Free Writing Prospectus and any documents filed by them under the Exchange Act will, when they become effective or are filed with the SEC, as the case may be, conform in all respects to the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC thereunder and will not, as of the effective date of such Market-Making Registration Statement or post-effective amendments and as of the filing date of amendments or supplements to such Prospectus, any Issuer Free Writing Prospectus or filings under the Exchange Act, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that no representation or warranty is made as to information contained in or omitted from a Market-Making Registration Statement or the related Prospectus in reliance upon and in conformity with written information furnished to the Issuer by a Market-Maker specifically for inclusion therein, which information the parties hereto agree will be limited to the statements concerning the market-making activities of such Market-Maker to be set forth on the cover page and in the "Plan of Distribution" section of the Prospectus and in the analogous section of the Canadian wrapper, if any, of the Prospectus.

(e) At the time of effectiveness of a Market-Making Registration Statement (unless it is the same as the time of effectiveness of the Exchange Offer Registration Statement) and concurrently with each time any Issuer Free Writing Prospectus is first used or such Market-Making Registration Statement or the related Prospectus or Issuer Free Writing Prospectus shall be amended or such Prospectus or Issuer Free Writing Prospectus shall be supplemented, the Issuer shall (if requested in writing by a Market-Maker) furnish such Market-Maker and its counsel with a certificate of an appropriate officer to the effect that:

(i) such Market-Making Registration Statement has been declared effective;

(ii) in the case of an amendment or supplement, such amendment has become effective under the Securities Act as of the date and time specified in such certificate, if applicable; if required, such amendment or supplement to the Prospectus was filed with the SEC pursuant to the subparagraph of Rule 424(b) under the Securities Act specified in such certificate on the date specified therein; and in the case of any Issuer Free Writing Prospectus or an amendment or supplement to any Issuer Free Writing Prospectus, such Issuer Free Writing Prospectus or amendment or supplement to the Issuer Free Writing Prospectus was filed with the SEC pursuant to Rule 433 under the Securities Act on the date specified therein;

(iii) to the knowledge of such officer, no stop order suspending the effectiveness of the Market-Making Registration Statement has been issued and no proceeding for that purpose is pending or threatened by the SEC; and

(iv) as of the date of such Market-Making Registration Statement, amendment or supplement, as applicable, such Market-Making Registration Statement, the Prospectus and any Issuer Free Writing Prospectus, as amended or supplemented, if applicable, did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(f) The Issuer, on the one hand, and each Market-Maker severally but not jointly, on the other hand, hereby agree to indemnify each other, and, if applicable, contribute to the other, in accordance with Section 8 of this Agreement.

(g) The Issuer will comply with the provisions of this Section 4 at its own expense.

(h) The agreements contained in this Section 4 and the representations, warranties and agreements contained in this Agreement shall survive all offers and sales of the Registrable Securities or Exchange Securities (or the Existing Notes if they were covered by the Market-Making Registration Statement) and shall remain in full force and effect, regardless of any termination or cancellation of agreements outside this Section 4 of this Agreement or any investigation made by or on behalf of any indemnified party.

(i) For purposes of this Section 4, any reference to the terms “amend,” “amendment” or “supplement” with respect to a Market-Making Registration Statement or the Prospectus contained therein or any Issuer Free Writing Prospectus shall be deemed to refer to and include the filing under the Exchange Act of any document deemed to be incorporated therein by reference.

5. Additional Interest

(a) The Issuer and the Initial Purchasers agree that the Holders will suffer damages if the Issuer fails to fulfill its obligations under Section 2 or Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Issuer agrees to pay, jointly and severally, as liquidated damages, additional interest on the Notes (“Additional Interest”) if (A) the Issuer has neither (i) exchanged Exchange Securities for all Securities validly tendered in accordance with the terms of the Exchange Offer nor (ii) had a Shelf Registration Statement declared effective, in either case on or prior to the 240th day after the Issue Date, (B) notwithstanding clause (A), the Issuer is required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective on or prior to the 240th day after the date such Shelf Registration Statement filing was requested or required or (C), if applicable, a Shelf Registration has been declared effective and such Shelf Registration ceases to be effective at any time during the Effectiveness Period (other than because of the sale of all of the Securities registered thereunder), then Additional Interest shall accrue on the principal amount of the Notes at a rate of 0.25% per annum (which rate will be increased by an additional 0.25% per annum for each subsequent 90 day period that such Additional Interest continues to accrue, provided that the rate at which such Additional Interest accrues may in no event exceed 1.00% per annum) (such Additional Interest to be calculated by the Issuer) commencing on the (x) 241st day after the Issue Date, in the case of (A)

above, (y) the 241st day after the date such Shelf Registration Statement filing was requested or required in the case of (B) above or (z) the day such Shelf Registration ceases to be effective in the case of (C) above; provided, however, that upon the exchange of the Exchange Securities for all Securities tendered (in the case of clause (A) of this Section 5), upon the effectiveness of the applicable Shelf Registration Statement (in the case of (B) of this Section 5), or upon the effectiveness of the applicable Shelf Registration Statement which had ceased to remain effective (in the case of (C) of this Section 5), Additional Interest on the Notes in respect of which such events relate as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue. Notwithstanding any other provisions of this Section 5, the Issuer shall not be obligated to pay Additional Interest provided in Sections 5(a)(B) during a Shelf Suspension Period permitted by Section 3(a) hereof.

(b) The Issuer shall notify the Trustee within five business days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid (an “Event Date”). Any amounts of Additional Interest due pursuant to (a) of this Section 5 (i) with respect to the Fixed-Rate Notes will be payable in cash semiannually on each February 1 and August 1 (to the holders of record on the January 15 and July 15 immediately preceding such dates), commencing with the first such date occurring after any such Additional Interest commences to accrue and (ii) with respect to the Floating Rate Notes will be payable in cash quarterly on each February 1, May 1, August 1 and November 1 (to the holders of record on the January 15, April 15, July 15 and October 15 immediately preceding such dates), commencing with the first such date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by the Issuer by multiplying the applicable Additional Interest rate by the principal amount of the Registrable Securities of the applicable series, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360 day year comprised of twelve 30 day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

6. Registration Procedures

In connection with the filing of any Registration Statement pursuant to Section 2 or 3 hereof, the Issuer shall effect such registrations to permit the sale of the securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Issuer hereunder the Issuer shall:

(a) Prepare and file with the SEC (prior to the applicable Filing Date in the case of a Shelf Registration), a Registration Statement or Registration Statements as prescribed by Section 2 or 3 hereof, and use its reasonable best efforts to cause each such Registration Statement to become effective and remain effective as provided herein; provided, however, that if (1) such filing is pursuant to Section 3 hereof or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period relating thereto from whom the Issuer has received prior written notice that it will be a Participating Broker-Dealer in the Exchange Offer, before filing any Registration Statement, Prospectus, Issuer Free Writing Prospectus or any amendments or supplements thereto, the Issuer shall furnish to and afford counsel for the Holders of the Registrable Securities covered by such Registration Statement (with respect to a Registration Statement filed pursuant to Section 3

hereof) or counsel for such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, and counsel to the managing underwriters, if any, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least three business days prior to such filing). The Issuer shall not file any Registration Statement, Prospectus or Issuer Free Writing Prospectus or any amendments or supplements thereto if the Holders of a majority in aggregate principal amount of the Registrable Securities covered by such Registration Statement, their counsel, or the managing underwriters, if any, shall reasonably object.

(b) Prepare and file with the SEC such amendments and post-effective amendments to each Shelf Registration Statement or Exchange Offer Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period, the Applicable Period or until consummation of the Exchange Offer, as the case may be; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424; and comply with the provisions of the Securities Act and the Exchange Act applicable to it with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by a Participating Broker-Dealer covered by any such Prospectus in all material respects. The Issuer shall be deemed not to have used its reasonable best efforts to keep a Registration Statement effective if it voluntarily takes any action that is reasonably expected to result in selling Holders of the Registrable Securities covered thereby or Participating Broker-Dealers seeking to sell Exchange Securities not being able to sell such Registrable Securities or such Exchange Securities during that period unless such action is required by applicable law or permitted by this Agreement.

(c) To the extent any Issuer Free Writing Prospectus is used, file with the SEC any Issuer Free Writing Prospectus that is required to be filed by the Issuer or any Guarantor with the SEC in accordance with the Securities Act and to retain any Issuer Free Writing Prospectus not required to be filed.

(d) If (1) a Shelf Registration is filed pursuant to Section 3 hereof or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period relating thereto from whom the Issuer has received written notice that it will be a Participating Broker-Dealer in the Exchange Offer, notify the selling Holders of Registrable Securities (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, their counsel and the managing underwriters, if any, promptly (but in any event within three Business Days), and confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement, post-effective amendment or Issuer Free Writing Prospectus has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective under the Securities Act (including in such notice a written statement that any Holder may, upon request, obtain, at the sole expense of the Issuer, one conformed copy of such Registration Statement or post-effective amendment including

financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a prospectus is required by the Securities Act to be delivered in connection with sales of the Registrable Securities or resales of Exchange Securities by Participating Broker-Dealers the representations and warranties of the Issuer contained in any agreement (including any underwriting agreement) contemplated by Section 6(n) hereof cease to be true and correct, (iv) of the receipt by the Issuer of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Securities or the Exchange Securities to be sold by any Participating Broker-Dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any Issuer Free Writing Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in or amendments or supplements to such Registration Statement, Prospectus, Issuer Free Writing Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus or any Issuer Free Writing Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (vi) of the Issuer's determination that a post-effective amendment to a Registration Statement would be appropriate.

(e) Use its reasonable best efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Securities or the Exchange Securities to be sold by any Participating Broker-Dealer, for sale in any jurisdiction.

(f) If a Shelf Registration is filed pursuant to Section 3 and if requested during the Effectiveness Period by the managing underwriter or underwriters (if any) or the Holders of a majority in aggregate principal amount of the Registrable Securities being sold in connection with an underwritten offering, (i) as promptly as practicable incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters (if any), such Holders or counsel for either of them reasonably request to be included therein, (ii) make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Issuer has received notification of the matters to be incorporated in such prospectus supplement or post-effective amendment, and (iii) supplement or make amendments to such Registration Statement.

(g) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, furnish to each selling Holder of Registrable

Securities (with respect to a Registration Statement filed pursuant to Section 3 hereof) and to each such Participating Broker-Dealer who so requests (with respect to any such Registration Statement) and to their respective counsel and each managing underwriter, if any, at the sole expense of the Issuer, one conformed copy of the Registration Statement or Registration Statements and each post-effective amendment thereto, including financial statements and schedules, and, if requested, all documents incorporated or deemed to be incorporated therein by reference and all exhibits.

(h) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, deliver to each selling Holder of Registrable Securities (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, their respective counsel, and the underwriters, if any, at the sole expense of the Issuer, as many copies of the Prospectus or Prospectuses (including each form of preliminary prospectus) and each amendment or supplement thereto and any documents incorporated by reference therein as such Persons may reasonably request; and, subject to the last paragraph of this Section 6, the Issuer hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Registrable Securities covered by, or the sale by Participating Broker-Dealers of the Exchange Securities pursuant to, such Prospectus and any amendment or supplement thereto.

(i) Prior to any public offering of Registrable Securities or any delivery of a Prospectus contained in the Exchange Offer Registration Statement by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, use its reasonable best efforts to register or qualify, and to cooperate with the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, the managing underwriter or underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions within the United States as any selling Holder, Participating Broker-Dealer, or the managing underwriter or underwriters reasonably request in writing; provided, however, that where Exchange Securities held by Participating Broker-Dealers or Registrable Securities are offered other than through an underwritten offering, the Issuer agrees to cause its counsel to perform blue sky investigations and file registrations and qualifications required to be filed pursuant to this Section 6(i), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Exchange Securities held by Participating Broker-Dealers or the Registrable Securities covered by the applicable Registration Statement; provided, however, that the Issuer shall not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in excess of a nominal dollar amount in any such jurisdiction where it is not then so subject.

(j) If a Shelf Registration is filed pursuant to Section 3 hereof, cooperate with the selling Holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company; and enable such Registrable Securities to be in such denominations (subject to applicable requirements contained in the Indenture) and registered in such names as the managing underwriter or underwriters, if any, or Holders may request.

(k) Use its reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Issuer will cooperate in all respects with the filing of such Registration Statement and the granting of such approvals.

(l) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, upon the occurrence of any event contemplated by paragraph 6(c)(v) or 6(c)(vi) hereof, as promptly as practicable prepare and (subject to Section 6(a) hereof) file with the SEC, at the sole expense of the Issuer, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any Issuer Free Writing Prospectus or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder (with respect to a Registration Statement filed pursuant to Section 3 hereof) or to the purchasers of the Exchange Securities to whom such Prospectus will be delivered by a Participating Broker-Dealer (with respect to any such Registration Statement), any such Prospectus or Issuer Free Writing Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) Prior to the effective date of the first Registration Statement relating to the Registrable Securities, (i) provide the Trustee with certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Registrable Securities.

(n) In connection with any underwritten offering of Registrable Securities pursuant to a Shelf Registration, enter into an underwriting agreement as is customary in underwritten offerings of debt securities similar to the Securities (including, without limitation, a customary condition to the obligations of the underwriters that the underwriters shall have received "cold comfort" letters and updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters from the independent certified public accountants of the Issuer (and, if necessary, any other independent certified public accountants of the Issuer, or of any business acquired by the Issuer, for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to

each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings of debt securities similar to the Securities), and take all such other actions as are reasonably requested by the managing underwriter or underwriters in order to expedite or facilitate the registration or the disposition of such Registrable Securities and, in such connection, (i) make such representations and warranties to, and covenants with, the underwriters with respect to the business of the Issuer (including any acquired business, properties or entity, if applicable), and the Registration Statement, Prospectus, any Issuer Free Writing Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by Issuer to underwriters in underwritten offerings of debt securities similar to the Securities, and confirm the same in writing if and when requested; (ii) obtain the written opinions of counsel to the Issuer, and written updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters, addressed to the underwriters covering the matters customarily covered in opinions reasonably requested in underwritten offerings; and (iii) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable to the sellers and underwriters, if any, than those set forth in Section 8 hereof (or such other provisions and procedures reasonably acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the managing underwriter or underwriters or agents, if any). The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder.

(o) If (1) a Shelf Registration is filed pursuant to Section 3 hereof, or (2) a Prospectus contained in the Exchange Offer Registration Statement filed pursuant to Section 2 hereof is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, make available for inspection by any Initial Purchaser, any selling Holder of such Registrable Securities being sold (with respect to a Registration Statement filed pursuant to Section 3 hereof), or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer (with respect to any such Registration Statement), as the case may be, or underwriter (any such Initial Purchasers, Holders, Participating Broker-Dealers, underwriters, attorneys, accountants or agents, collectively, the “Inspectors”), upon written request, at the offices where normally kept, during reasonable business hours, all pertinent financial and other records, pertinent corporate documents and instruments of the Issuer and subsidiaries of the Issuer (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Issuer and any of its subsidiaries to supply all information (“Information”) reasonably requested by any such Inspector in connection with such due diligence responsibilities. Each Inspector shall agree in writing that it will keep the Records and Information confidential, to use the Information only for due diligence purposes, to abstain from using the Information as the basis for any market transactions in Securities of the Issuer and that it will not disclose any of the Records or Information that the Issuer determines, in good faith, to be confidential and notifies the Inspectors in writing are confidential unless (i) the disclosure of such Records or Information is necessary to avoid or correct a misstatement or omission in such Registration Statement or Prospectus, (ii) the release of such Records or Information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such Records or Information is

necessary or advisable, in the opinion of counsel for any Inspector, in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, relating to, or involving this Agreement or the Purchase Agreement, or any transactions contemplated hereby or thereby or arising hereunder or thereunder, or (iv) the information in such Records or Information has been made generally available to the public other than by an Inspector or an "affiliate" (as defined in Rule 405) thereof; provided, however, that prior notice shall be provided as soon as practicable to the Issuer of the potential disclosure of any information by such Inspector pursuant to clauses (i), (ii) or (iii) of this sentence to permit the Issuer to obtain a protective order (or waive the provisions of this paragraph (n)) and that such Inspector shall take such actions as are reasonably necessary to protect the confidentiality of such information (if practicable) to the extent such action is otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of the Holder or any Inspector.

(p) Provide an indenture trustee for the Registrable Securities or the Exchange Securities, as the case may be, and cause the Indenture or the trust indenture provided for in Section 2(a) hereof, as the case may be, to be qualified under the TIA not later than the effective date of the first Registration Statement relating to the Registrable Securities; and in connection therewith, cooperate with the trustee under any such indenture and the Holders of the Registrable Securities, to effect such changes (if any) to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable best efforts to cause such trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such indenture to be so qualified in a timely manner.

(q) Comply in all material respects with all applicable rules and regulations of the SEC and make generally available to its securityholders with regard to any applicable Registration Statement, a consolidated earning statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any fiscal quarter (or 90 days after the end of any 12-month period if such period is a fiscal year)

(i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Issuer, after the effective date of a Registration Statement, which statements shall cover said 12-month periods; provided that this requirement shall be deemed satisfied by the Issuer complying with Section 4.03 of the Indenture.

(r) Upon consummation of the Exchange Offer or a Private Exchange, obtain an opinion of counsel to the Issuer, in a form customary for underwritten transactions, addressed to the Trustee for the benefit of all Holders of Registrable Securities participating in the Exchange Offer or the Private Exchange, as the case may be, that the Exchange Securities or Private Exchange Notes (and the related Guarantees), as the case may be, the related guarantee and the related indenture constitute legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to customary exceptions and qualifications. If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Registrable Securities by Holders to the Issuer (or to such other Person as directed by the Issuer), in exchange for the Exchange Securities or the Private Exchange Notes (and the related Guarantees),

as the case may be, the Issuer shall mark, or cause to be marked, on such Registrable Securities that such Registrable Securities are being cancelled in exchange for the Exchange Securities or the Private Exchange Notes (and the related Guarantees), as the case may be; in no event shall such Registrable Securities be marked as paid or otherwise satisfied.

(s) Use reasonable efforts to cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the National Association of Securities Dealers, Inc. (the “NASD”).

(t) Use its reasonable best efforts to take all other steps reasonably necessary to effect the registration of the Exchange Securities and/or Registrable Securities covered by a Registration Statement contemplated hereby.

The Issuer may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Issuer such information regarding such seller and the distribution of such Registrable Securities as the Issuer may, from time to time, reasonably request. The Issuer may exclude from such registration the Registrable Securities of any seller so long as such seller fails to furnish such information within a reasonable time after receiving such request. Each seller as to which any Shelf Registration is being effected agrees to furnish promptly to the Issuer all information required to be disclosed in order to make the information previously furnished to the Issuer by such seller not materially misleading.

If any such Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Issuer, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Issuer, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required.

Each Holder of Registrable Securities and each Participating Broker-Dealer agrees by its acquisition of such Registrable Securities or Exchange Securities to be sold by such Participating Broker-Dealer, as the case may be, that, upon actual receipt of any notice from the Issuer of the happening of any event of the kind described in Section 6(d)(ii), 6(d)(iv), 6(d)(v), or 6(d)(vi) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus or Exchange Securities to be sold by such Holder or Participating Broker-Dealer, as the case may be, until such Holder's or Participating Broker-Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(l) hereof, or until it is advised in writing (the “Advice”) by the Issuer that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto. In the event that the Issuer shall give any such notice, each of the Applicable Period and the Effectiveness Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement or Exchange Securities to be sold by such

Participating Broker-Dealer, as the case may be, shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 6(l) hereof or (y) the Advice.

7. Registration Expenses

All fees and expenses incident to the performance of or compliance with this Agreement by the Issuer of its obligations under Sections 2, 3, 4, 6 and 9 shall be borne by the Issuer, whether or not the Exchange Offer Registration Statement or any Shelf Registration Statement is filed or becomes effective or the Exchange Offer is consummated, including, without limitation, (i) all registration and filing fees (including, without limitation, (A) fees with respect to filings required to be made with the NASD in connection with an underwritten offering and (B) fees and expenses of compliance with state securities or blue sky laws (including, without limitation, reasonable fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities or Exchange Securities and determination of the eligibility of the Registrable Securities or Exchange Securities for investment under the laws of such jurisdictions in the United States (x) where the holders of Registrable Securities are located, in the case of the Exchange Securities, or (y) as provided in Section 6(i) hereof, in the case of Registrable Securities or Exchange Securities to be sold by a Participating Broker-Dealer during the Applicable Period)), (ii) printing expenses, including, without limitation, printing prospectuses if the printing of prospectuses is requested by the managing underwriter or underwriters, if any, by the Holders of a majority in aggregate principal amount of the Registrable Securities included in any Registration Statement or in respect of Registrable Securities or Exchange Securities to be sold by any Participating Broker-Dealer during the Applicable Period, as the case may be, (iii) fees and expenses of the Trustee, any exchange agent and their counsel, (iv) fees and disbursements of counsel for the Issuer and, in the case of a Shelf Registration, reasonable fees and disbursements of one special counsel for all of the sellers of Registrable Securities selected by the Holder of a majority in aggregate principal amount of Registrable Securities covered by such Shelf Registration (which counsel shall be reasonably satisfactory to the Issuer) exclusive of any counsel retained pursuant to Section 8 hereof, (v) fees and disbursements of all independent certified public accountants referred to in Section 6(n) hereof (including, without limitation, the expenses of any “cold comfort” letters required by or incident to such performance), (vi) rating agency fees, if any, and any fees associated with making the Registrable Securities or Exchange Securities eligible for trading through The Depository Trust Company, (vii) Securities Act liability insurance, if the Issuer desires such insurance, (viii) fees and expenses of all other Persons retained by the Issuer, (ix) internal expenses of the Issuer (including, without limitation, all salaries and expenses of officers and employees of the Issuer performing legal or accounting duties), (x) the expense of any annual audit, (xi) any fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange, and the obtaining of a rating of the securities, in each case, if applicable and (xii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, indentures and any other documents necessary in order to comply with this Agreement.

8. Indemnification and Contribution.

(a) The Issuer and the Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Registrable Securities, each Market-Maker and each Participating Broker-Dealer selling Exchange Securities during the Applicable Period, and each Person, if any, who controls such Person or its affiliates within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each, a “Participant”) against any losses, claims, damages or liabilities, joint or several, to which any

Participant may become subject under the Securities Act, the Exchange Act or otherwise, insofar as any such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon:

(i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement (or any amendment thereto), Market-Making Registration Statement (or any amendment thereto), Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto), any Issuer Free Writing Prospectus or any "issuer information" ("Issuer Information") filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any preliminary prospectus (or any amendment or supplement thereto); or

(ii) the omission or alleged omission to state, in any Registration Statement (or any amendment thereto), Market-Making Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto), any Issuer Free Writing Prospectus or any Issuer Information filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any preliminary prospectus (or any amendment or supplement thereto), a material fact required to be stated therein or necessary to make the statements therein not misleading,

except, in each case, insofar as such losses, claims, damages or liabilities are arising out of or based upon any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser, a Market-Maker or any Holder furnished to the Issuer in writing through the Initial Purchasers, a Market-Maker or any selling Holder expressly for use therein;

and agree (subject to the limitations set forth in the proviso to this sentence) to reimburse, as incurred, the Participant for any reasonable legal or other out-of-pocket expenses incurred by the Participant in connection with investigating, defending against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action; provided, however, neither the Issuer nor the Guarantors will be liable in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any Registration Statement (or any amendment thereto), Market-Making Registration Statement (or any amendment thereto), Prospectus (as amended or supplemented if the Issuer shall have furnished any amendments or supplements thereto) or Issuer Free Writing Prospectus or any preliminary prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information relating to any Participant furnished to the Issuer by such Participant specifically for use therein. The indemnity provided for in this Section 8 will be in addition to any liability that the Issuer may otherwise have to the indemnified parties. The Issuer and the Guarantors shall not be liable under this Section 8 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by the Issuer and the Guarantors, which consent shall not be unreasonably withheld.

(b) Each Participant, severally and not jointly, agrees to indemnify and hold harmless the Issuer, the Guarantors, their respective directors (or equivalent), their respective officers who sign

any Registration Statement and each person, if any, who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any losses, claims, damages or liabilities to which the Issuer, the Guarantors or any such director, officer or controlling person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, Market-Making Registration Statement, Prospectus or Issuer Free Writing Prospectus, any amendment or supplement thereto, or any preliminary prospectus or any Issuer Information, or (ii) the omission or the alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Participant, furnished to the Issuer by or on behalf of such Participant, specifically for use therein; and subject to the limitation set forth immediately preceding this clause, will reimburse, as incurred, any reasonable legal or other expenses incurred by the Issuer, the Guarantors or any such director, officer or controlling person in connection with investigating or defending against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action in respect thereof. The indemnity provided for in this Section 8 will be in addition to any liability that the Participants may otherwise have to the indemnified parties. The Participants shall not be liable under this Section 8 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by the Participants, which consent shall not be unreasonably withheld. The Issuer and the Guarantors shall not, without the prior written consent of such Participant, effect any settlement or compromise of any pending or threatened proceeding in respect of which such Participant is or could have been a party, or indemnity could have been sought hereunder by such Participant, unless such settlement (A) includes an unconditional written release of such Participant, in form and substance reasonably satisfactory to such Participant, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of such Participant.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party of the commencement thereof in writing; but the omission to so notify the indemnifying party (i) will not relieve it from any liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraphs (a) and (b) above. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the

indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest (based on the advice of counsel to the indemnified person); (ii) such action includes both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded (based on the advice of counsel to the indemnified person) that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. It is understood and agreed that the indemnifying person shall not, in connection with any proceeding or separate but related or substantially similar proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) representing the indemnified parties under paragraph (a) or paragraph (b) of this Section 8, as the case may be, who are parties to such action or actions. Any such separate firm for any Participants shall be designated in writing by Participants who sold a majority in interest of the Registrable Securities and Exchange Securities sold by all such Participants in the case of paragraph (a) of this Section 8 or the Issuer in the case of paragraph (b) of this Section 8. In the event that any Participants are indemnified persons collectively entitled, in connection with a proceeding or separate but related or substantially similar proceedings in a single jurisdiction, to the payment of fees and expenses of a single separate firm under this Section 8(c), and any such Participants cannot agree to a mutually acceptable separate firm to act as counsel thereto, then such separate firm for all such indemnified persons shall be designated in writing by Participants who sold a majority in interest of the Registrable Securities and Exchange Securities sold by all such Participants. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to, or any admission of, fault, culpability or failure to act by or on behalf of any indemnified party. All fees and expenses reimbursed pursuant to this paragraph (c) shall be reimbursed as they are incurred.

(d) After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and approval by such indemnified party of counsel appointed to defend such action, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof, unless (i) the indemnified party shall have employed separate counsel in accordance with the third sentence of paragraph (c) of this Section 8 or (ii) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party. After such notice from the indemnifying party to such indemnified party, the indemnifying party will not be liable for the costs and expenses of any settlement of such action effected by such indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld), unless such indemnified party waived in writing its rights

under this Section 8, in which case the indemnified party may effect such a settlement without such consent.

(e) In circumstances in which the indemnity agreement provided for in the preceding paragraphs of this Section 8 is unavailable to, or insufficient to hold harmless, an indemnified party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) (other than by virtue of the failure of an indemnified party to notify the indemnifying party of its right to indemnification pursuant to paragraph (a) or (b) of this Section 8, where such failure materially prejudices the indemnifying party (through the forfeiture of substantial rights or defenses)), each indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect (i) the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the offering of the Securities or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof). The relative benefits received by the Issuer and the Guarantors on the one hand and such Participant on the other shall be deemed to be in the same proportion that the total net proceeds from the offering (before deducting expenses) of the Securities received by the Issuer bear to the total discounts and commissions received by such Participant in connection with the sale of the Securities (or if such Participant did not receive discounts or commissions, the value of receiving the Securities). The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand, or the Participants on the other, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or alleged statement or omission, and any other equitable considerations appropriate in the circumstances. The parties agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the first sentence of this paragraph (e). Notwithstanding any other provision of this paragraph (e), no Participant shall be obligated to make contributions hereunder that in the aggregate exceed the total discounts, commissions and other compensation or net proceeds on the sale of Securities received by such Participant in connection with the sale of the Securities, less the aggregate amount of any damages that such Participant has otherwise been required to pay by reason of the untrue or alleged untrue statements or the omissions or alleged omissions to state a material fact, and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (e), each person, if any, who controls a Participant within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Participants, and each director of the Issuer and the Guarantors, each officer of the Issuer and the Guarantors and each person, if any, who controls the Issuer and the Guarantors within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, shall have the same rights to contribution as the Issuer.

9. Rules 144 and 144A

The Issuer covenants and agrees that it will use reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder in a timely manner in accordance with the requirements of the Securities Act and the Exchange Act and, if at any time the Issuer is not required to file such reports, the Issuer will, upon the request of any Holder or beneficial owner of Registrable Securities, make available such information necessary to permit sales pursuant to Rule 144A. The Issuer further covenants and agrees, for so long as any Registrable Securities remain outstanding that it will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144(k) under the Securities Act and Rule 144A unless the Issuer is then subject to Section 13 or 15(d) of the Exchange Act and reports filed thereunder satisfy the information requirements of Rule 144A then in effect.

10. Underwritten Registrations

The Issuer shall not be required to assist in an underwritten offering unless requested by the Holders of a majority in aggregate principal amount of the Registrable Securities. If any of the Registrable Securities covered by any Shelf Registration are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Registrable Securities included in such offering and shall be reasonably acceptable to the Issuer.

No Holder of Registrable Securities may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

11. Miscellaneous

(a) No Inconsistent Agreements. The Issuer has not as of the date hereof, and the Issuer shall not, after the date of this Agreement, enter into any agreement with respect to any of its securities that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Issuer other issued and outstanding securities under any such agreements. The Issuer will not enter into any agreement (other than the Registration Rights Agreement dated as of the date hereof in respect of the Senior Subordinated Notes) with respect to any of its securities which will grant to any Person piggy-back registration rights with respect to any Registration Statement.

(b) Adjustments Affecting Registrable Securities. The Issuer shall not, directly or indirectly, take any action with respect to the Registrable Securities as a class that would adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement.

(c) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of (I) the Issuer, and (II) (A) the Holders of not less than a majority in aggregate principal amount of the then outstanding Registrable Securities and (B) in circumstances that would adversely affect the Participating Broker-Dealers, the Participating Broker-Dealers holding not less than a majority in aggregate principal amount of the Exchange Notes held by all Participating Broker-Dealers (and, with respect to the provisions of Section 4 hereof, the written consent of each Market-Maker); provided, however, that Section 8 and this Section 11(c) may not be amended, modified or supplemented without the prior written consent of each Holder and each Participating Broker-Dealer (including any person who was a Holder or Participating Broker-Dealer of Registrable Securities or Exchange Securities, as the case may be, disposed of pursuant to any Registration Statement) affected by any such amendment, modification or supplement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Registrable Securities may be given by Holders of at least a majority in aggregate principal amount of the Registrable Securities being sold pursuant to such Registration Statement.

(d) Notices. All notices and other communications (including, without limitation, any notices or other communications to the Trustee) provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, next-day air courier or facsimile:

(i) if to a Holder of the Registrable Securities, any Participating Broker-Dealer or a Market-Maker, at the most current address of such Holder, Participating Broker-Dealer or such Market-Maker, as the case may be, set forth on the records of the registrar under the Indenture, with a copy in like manner to the Initial Purchasers as follows:

J.P. Morgan Securities Inc.
270 Park Avenue
New York, New York 10017
Facsimile No.: (212) 270-1063
Attention: Gerry Murray

with a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Facsimile No.: (212) 269-5420
Attention: Daniel J. Zubkoff, Esq.

(ii) if to the Initial Purchasers, at the address specified in Section 11(d)(i);

(iii) if to the Issuer, at the address as follows:

RMK Acquisition Corporation
ARAMARK Corporation
1101 Market Street
Philadelphia, PA 19107
Facsimile No.: (215) 413-8733
Attention: General Counsel

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Ave.
New York, New York 10017
Facsimile No.: (212) 455-2502
Attention: Joseph H. Kaufman, Esq.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier; and upon written confirmation, if sent by facsimile.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address and in the manner specified in such Indenture.

(e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, the Holders and the Participating Broker-Dealers; provided, however, that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture.

(f) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) **Governing Law**. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK. EACH OF THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(i) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(j) Notes Held by the Issuer or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Issuer or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(k) Third-Party Beneficiaries. Holders of Registrable Securities and Participating Broker-Dealers are intended third-party beneficiaries of this Agreement, and this Agreement may be enforced by such Persons.

(l) Entire Agreement. This Agreement, together with the Purchase Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understandings, correspondence, conversations and memoranda between the Holders on the one hand and the Issuer on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RMK ACQUISITION CORPORATION

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Senior Vice President and Treasurer

ARAMARK CORPORATION

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Senior Vice President and Treasurer

Signature Page to Registration Rights Agreement

**EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO**

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Authorized Signatory

**ARAMARK BUSINESS DINING SERVICES OF
TEXAS, INC.**

**ARAMARK EDUCATIONAL SERVICES OF
TEXAS, INC.**

**ARAMARK FOOD SERVICE CORPORATION OF
TEXAS**

**ARAMARK HEALTHCARE SUPPORT SERVICES
OF TEXAS, INC.**

**ARAMARK SPORTS AND ENTERTAINMENT
SERVICES OF TEXAS, INC.**

By:

/s/ Diane Sullivan

Name: Diane Sullivan

Title: Vice President

**ARAMARK EXECUTIVE MANAGEMENT
SERVICES USA, INC.**

**ARAMARK SERVICES MANAGEMENT OF HI,
INC.**

**ARAMARK SERVICES MANAGEMENT OF IL,
INC.**

**ARAMARK SERVICES MANAGEMENT OF MI,
INC.**

**ARAMARK SERVICES MANAGEMENT OF NJ,
INC.**

**ARAMARK SERVICES MANAGEMENT OF OH,
INC.**

**ARAMARK SERVICES MANAGEMENT OF SC,
INC.**

**ARAMARK SERVICES MANAGEMENT OF WI,
INC.**

By:

/s/ John M. Lafferty

Name: John M. Lafferty

Title: Assistant Treasurer

ARAMARK RAV, INC.

By: /s/ Karen Wallace

Name: Karen Wallace

Title: Treasurer

**ARAMARK AVIATION SERVICES LIMITED
PARTNERSHIP**

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole
member

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole
member

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

TAHOE ROCKET LP

By: ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC., its
General Partner

By: /s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and Treasurer

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES INC. GOLDMAN,
SACHS & CO.

By: J.P. Morgan Securities Inc.

By: /s/ James J. McHale

Name: James J. McHale

Title: Vice President

For itself, the other Representatives and the other several Initial Purchasers.

Signature Page to Registration Rights Agreement

Addison Concessions, Inc. (Delaware)
ARAMARK Asia Management, LLC (Delaware)
ARAMARK Campus, Inc. (Delaware)
ARAMARK Cleanroom Services, Inc. (Delaware)
ARAMARK Cleanroom Services (Puerto Rico), Inc. (Delaware)
ARAMARK Clinical Technology Services, Inc. (Delaware)
ARAMARK Confection Corporation (Delaware)
ARAMARK Correctional Services, Inc. (Delaware)
ARAMARK CTS, LLC (Delaware)
ARAMARK Educational Group, Inc. (Delaware)
ARAMARK Educational Services, Inc. (Delaware)
ARAMARK Engineering Associates, LLC (Delaware)
ARAMARK Entertainment, Inc. (Delaware)
ARAMARK Facilities Management, Inc. (Delaware)
ARAMARK FHC Business Services, LLC (Delaware)
ARAMARK FHC Campus Services, LLC (Delaware)
ARAMARK FHC Correctional Services, LLC (Delaware)
ARAMARK FHC Healthcare Support Services, LLC (Delaware)
ARAMARK FHC Refreshment Services, LLC (Delaware)
ARAMARK FHC School Support Services, LLC (Delaware)
ARAMARK FHC Services, LLC (Delaware)
ARAMARK FHC Sports and Entertainment Services, LLC (Delaware)
ARAMARK FHC, LLC (Delaware)
ARAMARK Food and Support Services Group, Inc. (Delaware)

ARAMARK Food Service Corporation (Delaware)
ARAMARK FSM, LLC (Delaware)
ARAMARK Healthcare Support Services of the Virgin Islands, Inc. (Delaware)
ARAMARK Healthcare Support Services, Inc. (Delaware)
ARAMARK India Holdings LLC (Delaware)
ARAMARK Industrial Services, Inc. (Delaware)
ARAMARK Japan, Inc. (Delaware)
ARAMARK Marketing Services Group, Inc. (Delaware)
ARAMARK Organizational Services, Inc. (Delaware)
ARAMARK RBI, Inc. (Delaware)
ARAMARK Refreshment Services, Inc. (Delaware)
ARAMARK Schools, Inc. (Delaware)
ARAMARK SCM, Inc. (Delaware)
ARAMARK Senior Living Services, LLC (Delaware)
ARAMARK Senior Notes Company (Delaware)
ARAMARK Services of Puerto Rico, Inc. (Delaware)
ARAMARK Services, Inc. (Delaware)
ARAMARK SM Management Services, Inc. (Delaware)
ARAMARK SMMS LLC (Delaware)
ARAMARK SMMS Real Estate LLC (Delaware)
ARAMARK Sports and Entertainment Group, Inc. (Delaware)
ARAMARK Sports and Entertainment Services, Inc. (Delaware)
ARAMARK Sports Facilities, LLC (Delaware)
ARAMARK Sports, Inc. (Delaware)
ARAMARK Summer Games 1996, Inc. (Delaware)

ARAMARK U.S. Offshore Services, Inc. (Delaware)
ARAMARK Uniform & Career Apparel Group, Inc. (Delaware)
ARAMARK Uniform & Career Apparel, Inc. (Delaware)
ARAMARK Uniform Manufacturing Company (Delaware)
ARAMARK Uniform Services (Matchpoint) LLC (Delaware)
ARAMARK Uniform Services (Midwest) LLC (Delaware)
ARAMARK Uniform Services (North Carolina) LLC (Delaware)
ARAMARK Uniform Services (Pittsburgh) LLC (Delaware)
ARAMARK Uniform Services (Rochester) LLC (Delaware)
ARAMARK Uniform Services (Santa Ana) LLC (Delaware)
ARAMARK Uniform Services (Syracuse) LLC (Delaware)
ARAMARK Uniform Services (West Adams) LLC (Delaware)
ARAMARK Venue Services, Inc. (Delaware)
ARAMARK/HMS Company (Delaware)
Delsac VIII, Inc. (Delaware)
Fine Host Holdings, LLC (Delaware)
Galls, an ARAMARK Company, LLC (Delaware)
Harrison Conference Associates, Inc. (Delaware)
Harrison Conference Center of Glen Cove, Inc. (New York)
Harry M. Stevens, Inc. (New York)
Seamlessweb Professional Solutions, Inc. (Delaware)
The Menu Marketing Group, Inc. (Delaware)
American Snack & Beverage, Inc. (Florida)
ARAMARK American Food Services, Inc. (Ohio)
ARAMARK Capital Asset Services, Inc. (Wisconsin)

ARAMARK Consumer Discount Company (Pennsylvania)
ARAMARK Distribution Services, Inc. (Illinois)
ARAMARK Educational Services of Vermont, Inc. (Vermont)
ARAMARK Facility Management Corporation of Iowa (Iowa)
ARAMARK Facility Services, Inc. (Maryland)
ARAMARK FHC Kansas, Inc. (Kansas)
ARAMARK Food Service Corporation of Kansas (Kansas)
ARAMARK Kitty Hawk, Inc. (Idaho)
ARAMARK Services of Kansas, Inc. (Kansas)
Harrison Conference Center of Lake Bluff, Inc. (Illinois)
Harrison Conference Services of Massachusetts, Inc. (Massachusetts)
Harrison Conference Services of North Carolina, Inc. (North Carolina)
Harrison Conference Services of Princeton, Inc. (New Jersey)
Harrison Conference Services of Wellesley, Inc. (Massachusetts)
Harry M. Stevens, Inc. of New Jersey (New Jersey)
Harry M. Stevens, Inc. of Penn. (Pennsylvania)
Kowalski-Dickow Associates, Inc. (Wisconsin)
L&N Uniform Supply Co., Inc. (California)
Lake Tahoe Cruises, Inc. (California)
Landy Textile Rental Services, Inc. (Pennsylvania)
MyAssistant, Inc. (Pennsylvania)
Overall Laundry Services, Inc. (WA)
Paradise Hornblower, LLC (California)
Restaura, Inc. (Michigan)
Shoreline Operating Company, Inc. (California)
Travel Systems, Ltd. (Nevada)

CREDIT AGREEMENT

Dated as of January 26, 2007

Among

THE FINANCIAL INSTITUTIONS PARTY HERETO
as the Lenders

and

CITIBANK, N.A.
as Administrative Agent and Collateral Agent,

and

RMK ACQUISITION CORPORATION
(to be merged with and into ARAMARK CORPORATION),
ARAMARK CANADA LTD.,
ARAMARK INVESTMENTS LIMITED,
ARAMARK IRELAND HOLDINGS LIMITED,
ARAMARK HOLDINGS GMBH & CO. KG

and

ARAMARK GMBH,
as Borrowers,

and

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,

and

GOLDMAN SACHS CREDIT PARTNERS L.P.

and

J.P. MORGAN SECURITIES INC.
as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents,

and

BARCLAYS BANK PLC

and

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Co-Documentation Agents

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 1.01	1
SECTION 1.02	60
SECTION 1.03	61
SECTION 1.04	61
SECTION 1.05	61
SECTION 1.06	61
SECTION 1.07	62
ARTICLE II	
THE CREDITS	
SECTION 2.01	62
SECTION 2.02	64
SECTION 2.03	66
SECTION 2.04	69
SECTION 2.05	76
SECTION 2.06	76
SECTION 2.07	82
SECTION 2.08	83
SECTION 2.09	83
SECTION 2.10	85
SECTION 2.11	86
SECTION 2.12	88
SECTION 2.13	89
SECTION 2.14	90
SECTION 2.15	94
SECTION 2.16	99
SECTION 2.17	100
SECTION 2.18	101
SECTION 2.19	102
ARTICLE III	
REPRESENTATIONS AND WARRANTIES	
SECTION 3.01	104
SECTION 3.02	105
SECTION 3.03	105
SECTION 3.04	105
SECTION 3.05	106
SECTION 3.06	106

	<u>Page</u>	
SECTION 3.07	Compliance with Laws and Agreements; Licenses and Permits	107
SECTION 3.08	Investment Company Status	107
SECTION 3.09	Taxes	107
SECTION 3.10	Deduction of Tax	107
SECTION 3.11	No Filing or Stamp Taxes	108
SECTION 3.12	ERISA	108
SECTION 3.13	Disclosure	108
SECTION 3.14	Material Agreements	108
SECTION 3.15	Solvency	108
SECTION 3.16	Insurance	109
SECTION 3.17	Capitalization and Subsidiaries	109
SECTION 3.18	Security Interest in Collateral	109
SECTION 3.19	Labor Disputes	109
SECTION 3.20	Federal Reserve Regulations	110
SECTION 3.21	Transaction Documents	110

ARTICLE IV

CONDITIONS

SECTION 4.01	Conditions Precedent to Initial Credit Extensions	110
SECTION 4.02	Conditions Precedent to Each Loan and Letter of Credit	116

ARTICLE V

AFFIRMATIVE COVENANTS

SECTION 5.01	Financial Statements and Other Information	116
SECTION 5.02	Notices of Material Events	119
SECTION 5.03	Existence; Conduct of Business	119
SECTION 5.04	Payment of Obligations	119
SECTION 5.05	Maintenance of Properties	120
SECTION 5.06	Books and Records; Inspection Rights	120
SECTION 5.07	Maintenance of Ratings	120
SECTION 5.08	Compliance with Laws	120
SECTION 5.09	Use of Proceeds	120
SECTION 5.10	Insurance	120
SECTION 5.11	Additional Collateral; Further Assurances	121
SECTION 5.12	Post-Closing Requirements.	122

ARTICLE VI

NEGATIVE COVENANTS

SECTION 6.01	Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock	123
SECTION 6.02	Limitation on Liens	130
SECTION 6.03	Merger, Consolidation or Sale of All or Substantially All Assets	130
SECTION 6.04	Limitation on Restricted Payments	134

	<u>Page</u>	
SECTION 6.05	Limitations on Transactions with Affiliates	137
SECTION 6.06	Dispositions	139
SECTION 6.07	Limitation on Investments and Designation of Unrestricted Subsidiaries	141
SECTION 6.08	Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries	141
SECTION 6.09	Amendments to Specified Indebtedness	143
SECTION 6.10	Maximum Consolidated Secured Debt Ratio	144
SECTION 6.11	Capital Expenditures	144
SECTION 6.12	Impairment of Security Interest	145
SECTION 6.13	Business of U.S. Borrower and Restricted Subsidiaries	145

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01	Events of Default	145
SECTION 7.02	Remedies upon Event of Default	148
SECTION 7.03	Specified Equity Contributions	149

ARTICLE VIII

THE AGENT

ARTICLE IX

MISCELLANEOUS

SECTION 9.01	Notices	153
SECTION 9.02	Waivers; Amendments	155
SECTION 9.03	Expenses; Indemnity; Damage Waiver	158
SECTION 9.04	Successors and Assigns	159
SECTION 9.05	Survival	163
SECTION 9.06	Counterparts; Integration; Effectiveness	164
SECTION 9.07	Severability	164
SECTION 9.08	Right of Setoff	164
SECTION 9.09	Governing Law; Jurisdiction; Consent to Service of Process	165
SECTION 9.10	Waiver of Jury Trial	166
SECTION 9.11	Headings	166
SECTION 9.12	Confidentiality	166
SECTION 9.13	Several Obligations; Nonreliance; Violation of Law	167
SECTION 9.14	USA PATRIOT Act	167
SECTION 9.15	Disclosure	167
SECTION 9.16	Interest Rate Limitation	167

ARTICLE X

LOAN GUARANTY

SECTION 10.01	Guaranty	167
---------------	----------	-----

	<u>Page</u>
SECTION 10.02 Guaranty of Payment	168
SECTION 10.03 No Discharge or Diminishment of Loan Guaranty	168
SECTION 10.04 Defenses Waived	169
SECTION 10.05 Rights of Subrogation	169
SECTION 10.06 Reinstatement; Stay of Acceleration	169
SECTION 10.07 Information	169
SECTION 10.08 Taxes	169
SECTION 10.09 Maximum Liability	170
SECTION 10.10 Contribution	170
SECTION 10.11 Liability Cumulative	171
SECTION 10.12 Release of Loan Guarantors	171

SCHEDULES:

Commitment Schedule

- Schedule 1.01(a) – Immaterial Subsidiaries
- Schedule 1.01(b) – Mortgaged Properties
- Schedule 1.01(c) – Existing Debt to be Refinanced
- Schedule 1.01(f) – Mandatory Costs
- Schedule 1.01(g) – Existing Letters of Credit
- Schedule 1.01(h) – Historical EBITDA
- Schedule 2.15(p)(i) – Form of German Tax Certificate
- Schedule 3.05(a) – Principal Place of Business and Chief Executive Office
- Schedule 3.05(f) – Intellectual Property
- Schedule 3.06 – Disclosed Matters
- Schedule 3.16 – Insurance
- Schedule 3.17 – Capitalization and Subsidiaries
- Schedule 3.19 – Labor Disputes
- Schedule 4.01(b) – Local Counsel
- Schedule 4.01(l) – Certain Mortgaged Properties
- Schedule 5.12(c) – Certain Subsidiaries
- Schedule 6.01 – Existing Indebtedness
- Schedule 6.02 – Existing Liens
- Schedule 6.04 – Restricted Payments
- Schedule 6.05 – Existing Affiliate Transactions
- Schedule 6.07 – Existing Investments
- Schedule 9.01 – Borrowers' Website for Electronic Delivery

EXHIBITS:

- Exhibit A – Form of Administrative Questionnaire
- Exhibit B – Form of Assignment and Assumption
- Exhibit C – Form of Compliance Certificate
- Exhibit D – Joinder Agreement
- Exhibit E – Form of Borrowing Request
- Exhibit F-1 – Form of Revolving Credit Note
- Exhibit F-2 – Form of Term Loan Note
- Exhibit G – Form of Conversion or Continuation Notice
- Exhibit H – Form of Foreign Borrower Cross-Guarantee

-v-

CREDIT AGREEMENT dated as of January 26, 2007 (this "Agreement"), among RMK ACQUISITION CORPORATION ("Merger Sub") and, prior to the Merger (as defined below), the "U.S. Borrower", a Delaware corporation to be merged with and into ARAMARK CORPORATION, a Delaware corporation ("ARAMARK" and, after the Merger, the "U.S. Borrower"), ARAMARK, ARAMARK CANADA LTD., a company organized under the laws of Canada (the "Canadian Borrower"), ARAMARK INVESTMENTS LIMITED, a limited company incorporated under the laws of England and Wales (the "U.K. Borrower"), ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland (the "Irish Borrower"), ARAMARK HOLDINGS GMBH & CO. KG, a company organized under the laws of Germany (the "German-1 Borrower"), ARAMARK GMBH, a company organized under the laws of Germany (the "German-2 Borrower" and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrower, the Irish Borrower and the German-1 Borrower, the "Borrowers"), ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation ("Holdings"), each Subsidiary of ARAMARK that, from time to time, becomes a party hereto, the Lenders (as defined in Article I), JPMORGAN CHASE BANK, N.A., as LC Facility Issuing Bank (in such capacity, the "LC Facility Issuing Bank"), the Issuing Banks named herein, CITIBANK, N.A., as administrative agent and collateral agent for the Lenders hereunder (in such capacities, the "Agent") and the other parties hereto from time to time.

Pursuant to or in connection with the Merger Agreement (such term and each other capitalized term used but not defined in this introductory statement having the meaning given it in Article I), (a) Merger Sub will merge (the "Merger") with and into ARAMARK, with (i) the outstanding capital stock of ARAMARK being converted into the right to receive an aggregate amount of approximately \$33.80 per share in cash (and certain outstanding options to purchase, and outstanding stock unit awards representing the right to receive, shares of capital stock of ARAMARK being canceled in exchange for the cash consideration set forth in the Merger Agreement) (the "Merger Consideration"), subject to dissenters' rights, (ii) ARAMARK surviving as a Wholly-Owned Subsidiary of Holdings and (iii) ARAMARK assuming by operation of law all of the Obligations of Merger Sub under this Agreement and the other Loan Documents, (b) the U.S. Borrower will issue, in a public offering or in a Rule 144A or other private placement, \$1,780.0 million aggregate principal amount of its Senior Notes, (c) the Equity Contribution will be made, (d) the Existing Debt Refinancing will be effected, and (e) the Transaction Costs will be paid.

In connection with the foregoing, the Borrowers have requested the Lenders to extend credit in the form of Loans and Letters of Credit. The proceeds of the Loans on the Closing Date are to be used solely to finance, in part, the Merger Consideration, the Existing Debt Refinancing, and the Transaction Costs and the proceeds of any Revolving Loans on the Closing Date will also be used for general corporate purposes. Loans and Letters of Credit after the Closing Date will be used for general corporate purposes.

The Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Acquired Entity or Business” means any Person, property, business or asset acquired by the U.S. Borrower or any Restricted Subsidiary, to the extent not subsequently sold, transferred or otherwise disposed by the U.S. Borrower or such Restricted Subsidiary.

“Acquired Indebtedness” means, with respect to any specified Person, (a) 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 (b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

“Additional Foreign Borrower” means any Restricted Subsidiary of the U.S. Borrower formed under the laws of Canada, Germany, Ireland, the United Kingdom or any other jurisdiction satisfactory to the Joint Lead Arrangers and the Agent that is designated as an Additional Foreign Borrower hereunder pursuant to an Officer’s Certificate delivered to the Agent and which has become a Foreign Borrower hereunder pursuant to a supplement to this Agreement and other documentation reasonably satisfactory to the Agent.

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

“Administrative Questionnaire” means an Administrative Questionnaire in the form of Exhibit A.

“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 Agreement, “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. For the avoidance of doubt, none of the Joint Lead Arrangers, their respective lending affiliates or any entity acting as Issuing Bank or LC Facility Issuing Bank hereunder shall be deemed to be an Affiliate of the U.S. Borrower or its Subsidiaries.

“Affiliate Transaction” has the meaning assigned to such term in Section 6.05(a).

“Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Agent’s Office” means, with respect to any currency, the Agent’s address and, as appropriate, account with respect to such currency as the Agent may from time to time notify the U.S. Borrower and the Lenders.

“Agreement Currency” has the meaning specified in Section 9.09(f).

“AIM” means AIM Services Co., Ltd., a limited company organized under the laws of Japan, and its successors.

“Alternative Currency” means any lawful currency other than Dollars that is freely transferable into Dollars.

“Applicable Amount” shall mean, at any time (the “Reference Time”), an amount equal to (a) the sum, without duplication, of:

(i) an amount equal to 50% of the Consolidated Net Income (excluding from Consolidated Net Income, for this purpose only, any amount that otherwise increased the Applicable Amount pursuant to clause (iv) or (v) below) of the U.S. Borrower for the period (taken as one accounting period) from the first date of the fiscal quarter during which the Closing Date occurs to the end of the U.S. Borrower’s most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 at the Reference Time, or, in case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit, plus

(ii) the amount of any capital contributions in cash, marketable securities or Qualified Proceeds made to, or any proceeds in cash, marketable securities or Qualified Proceeds of an issuance of Equity Interests (or debt securities that have been converted or exchanged into Equity Interests (other than Disqualified Equity Interests)) (in each case, other than (v) Excluded Contributions, (w) proceeds from Equity Interests of any direct or indirect parent company of the U.S. Borrower constituting the consideration for an Investment made in reliance on clause (j) of the definition of “Permitted Investments”, (x) any equity contribution or proceeds of Junior Capital received by the U.S. Borrower pursuant to Section 7.03, (y) the Designated Equity Amount and (z) the proceeds of Disqualified Stock of the U.S. Borrower and Designated Preferred Stock) received by, the U.S. Borrower from and including the Business Day immediately following the Closing Date through and including the Reference Time, including any such proceeds from the issuance of Equity Interests of any direct or indirect parent of the U.S. Borrower to the extent the cash proceeds thereof are contributed to the U.S. Borrower, plus

(iii) to the extent not already reflected as an increase to Consolidated Net Income or reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (b)(ii) below, the amount of any distribution in cash, marketable securities or Qualified Proceeds received in respect of any Investment made in reliance on clause (q) of the definition of “Permitted Investments” and any dividend in cash, marketable securities or Qualified Proceeds received from an Unrestricted Subsidiary, in each case by the U.S. Borrower or any Restricted Subsidiary, plus

(iv) to the extent not already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (b)(ii) below, the aggregate amount received in cash or marketable securities and the fair market value, as determined in good faith by the U.S. Borrower, of Qualified Proceeds received after the Closing Date by the U.S. Borrower and its Restricted Subsidiaries by means of (1) the sale or other disposition (other than to the U.S. Borrower or a Restricted Subsidiary) of Investments made in reliance on clause (q) of the definition of “Permitted Investments”, repurchases and redemptions of such Investments (other than by the U.S. Borrower or any Restricted Subsidiary) and repayments of loans or advances that constitute such Investments or (2) the sale (other than to the U.S. Borrower or a Restricted Subsidiary) of Equity Interests in an Unrestricted Subsidiary (solely to the extent that such Investments in Unrestricted Subsidiaries were outstanding in reliance on clause (q) of the definition of Permitted Investments), plus

(v) to the extent not already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (b)(ii) below, the excess, if any, of (x) the fair market value of any Unrestricted Subsidiary redesignated after the Closing Date as a Restricted Subsidiary (as determined by the U.S. Borrower in good faith or, if such fair market value exceeded \$150.0 million in writing by an Independent Financial Advisor) at the time of such redesignation

to the extent that any Investment in such Unrestricted Subsidiary by the U.S. Borrower or any Restricted Subsidiary was made in reliance on clause (q) of the definition of “Permitted Investments” over (y) the aggregate actual amount of Investments in such Unrestricted Subsidiary made in reliance on clause (q) of the definition of “Permitted Investments”.

minus (b) the sum, without duplication, of:

(i) the aggregate actual amount of Restricted Payments made pursuant to Section 6.04(i) since the Closing Date and prior to the Reference Time; and

(ii) the aggregate actual amount of Investments made in reliance on clause (q) of the definition of “Permitted Investments” (net of any return of capital in respect of such Investment or deemed reduction in the amount of such Investment including, without limitation, upon the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary or the sale of any such Investment for cash or Qualified Proceeds).

“Applicable Lending Office” means, with respect to each Lender, (a) its U.S. Lending Office in the case of a Loan to the U.S. Borrower, (b) its U.K. Lending Office in the case of a Loan to the U.K. Borrower, (c) its Canadian Lending Office in the case of a Loan to the Canadian Borrower, (d) its Irish Lending Office in the case of a Loan to the Irish Borrower and (e) its German Lending Office in the case of a Loan to any German Borrower.

“Applicable Rate” means a percentage per annum equal to:

(a) with respect to Term Loans and LC Facility LC Fees, (i) until delivery of financial statements for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 5.01(b), (A) for Eurocurrency Rate Term Loans and LC Facility LC Fees, 2.125%, and (B) for Base Rate Term Loans, 1.125%, and (ii) thereafter, the following percentages per annum, based upon the Consolidated Secured Debt Ratio as set forth in the most recent Compliance Certificate received by the Agent pursuant to Section 5.01(c):

Applicable Rate			
Pricing Level	Consolidated Secured Debt Ratio	Eurocurrency Rate Term Loans and LC Facility LC Fees	Base Rate Term Loans
1	<3.50:1	2.00%	1.00%
2	≥ 3.50:1	2.125%	1.125%

(b) with respect to Revolving Loans, Swingline Loans, Revolving Commitment Fees and Revolving LC Fees, (i) until delivery of financial statements for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 5.01(b), (A) for Eurocurrency Rate Revolving Loans, BA Rate Revolving Loans and Revolving LC Fees, 2.00%, (B) for Base Rate Revolving Loans, Canadian Base Rate Revolving Loans and Swingline Loans, 1.00%, and (C) for Revolving Commitment Fees, 0.50% and (ii) thereafter, the following percentages per annum, based upon the Consolidated Secured Debt Ratio as set forth in the most recent Compliance Certificate received by the Agent pursuant to Section 5.01(c):

		Applicable Rate		
Pricing Level	Consolidated Secured Debt Ratio	Eurocurrency Rate	Base Rate Revolving	Revolving
		Revolving Loans, BA Rate	Loans, Canadian Base	Commitment
		Revolving Loans and	Rate Revolving Loans	Fee Rate
		Revolving LC Fees	and Swingline Loans	
1	<2.5:1	1.25%	0.25%	0.375%
2	≥2.5:1 but <3.0:1	1.50%	0.50%	0.50%
3	≥3.0:1 but <3.5:1	1.75%	0.75%	0.50%
4	≥3.5:1	2.00%	1.00%	0.50%

Any increase or decrease in the Applicable Rate resulting from a change in the Consolidated Secured Debt Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 5.01(c).

“Approved Electronic Communications” means each notice, demand, communication, information, document and other material that any Loan Party is obligated to, or otherwise chooses to, provide to the Agent pursuant to any Loan Document or the transactions contemplated therein, including (a) any supplement, joinder or amendment to the Collateral Documents and any other written Contractual Obligation delivered or required to be delivered in respect of any Loan Document or the transactions contemplated therein and (b) any financial statement, financial and other report, notice, request, certificate and other information material; provided that “Approved Electronic Communications” shall exclude (i) any notice pursuant to Section 2.08 and Section 2.09 and any other notice relating to the payment of any principal or other amount due under any Loan Document prior to the scheduled date therefor and (ii) all notices of any Default.

“Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

“ARAMARK” has the meaning assigned to such term in the preamble to this Agreement.

“Asset Sale Prepayment Event” shall mean any Disposition of any business units, assets or other property of the U.S. Borrower or any of the Restricted Subsidiaries not in the ordinary course of business (including any Disposition of any Equity Interests of any Subsidiary of the U.S. Borrower owned by the U.S. Borrower or a Restricted Subsidiary). Notwithstanding the foregoing, the term “Asset Sale Prepayment Event” shall not include any transaction permitted (or not expressly prohibited) by Section 6.06, other than transactions consummated in reliance on Section 6.06(j) or (n).

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Agent, in the form of Exhibit B or any other form approved by the Agent and the U.S. Borrower.

“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 then borne by the U.S. Term Loans, 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”.

“BA Interest Period” means, relative to any BA Rate Loan, the period beginning on (and including) the date on which such BA Rate Loan is made or continued to (but excluding) the date which is one, two or three months thereafter, as selected by the Canadian Borrower or the U.S. Borrower, as applicable; provided, that (i) if any BA Interest Period would end on a day other than a Business Day, such BA Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such BA Interest Period shall end on the next preceding Business Day, (ii) any BA Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such BA Interest Period) shall end on the last Business Day of the last calendar month of such BA Interest Period and (iii) no BA Interest Period shall end after the Scheduled Termination Date.

“BA Rate” means, with respect to any BA Interest Period for any BA Rate Loan, (a) in the case of any Canadian Revolving Lender named in Schedule I of the Bank Act (Canada), the rate determined by the Agent to be the average offered rate for bankers’ acceptances for the applicable BA Interest Period appearing on Reuters Screen CDOR (Certificate of Deposit Offered Rate) page as of 10:00 a.m. (New York City time) on the second full Business Day next preceding the first day of each BA Interest Period and (b) in the case of any other Canadian Revolving Lender, (i) the rate per annum set forth in clause (a) above plus (ii) 0.10%. In the event that such rate does not appear on the Reuters Screen CDOR (Certificate of Deposit Offered Rate) page (or otherwise on the Reuters screen), the BA Rate for the purposes of this definition shall be determined by reference to such other comparable publicly available service for displaying bankers’ acceptance rates as may be selected by the Agent and, in the event that the CDOR rate is not available for any Business Day, the CDOR rate for the immediately previous Business Day for which a CDOR rate is available shall be used.

“Base Rate” means, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus $\frac{1}{2}$ of 1%. Any change in the Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

“Benchmark LIBOR Rate” has the meaning assigned to such term in Section 2.18(b).

“Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Board of Directors” means (a) with respect to a corporation, the board of directors of the corporation, (b) with respect to a partnership, the board of directors of the general partner of the partnership and (c) with respect to any other Person, the board or committee of such Person serving a similar function.

“Board Resolution” means, with respect to the U.S. Borrower, a duly adopted resolution of the Board of Directors of the U.S. Borrower or any committee thereof.

“Borrowers” has the meaning assigned to such term in the preamble to this Agreement and shall also include any Additional Foreign Borrower; provided, that upon the repayment in full of all Loans made to any Foreign Borrower or the assumption of such Foreign Borrower’s Foreign Obligations by another Person as contemplated by the definition of Change of Control or as permitted by Section 6.03, such Foreign Borrower shall cease to constitute a “Borrower” or “Foreign Borrower” (or any equivalent term) hereunder.

“Borrowing” means any Loans of the same Type and currency to the same Borrower made, converted or continued on the same date and, in the case of Eurocurrency Rate Loans or BA Rate Loans, as to which a single Interest Period is in effect.

“Borrowing Date” means a date on which any Borrowing is made pursuant to Section 2.02 or 2.03.

“Borrowing Request” means a request by a Borrower for a Borrowing in accordance with Section 2.02 or 2.03 and substantially in the form attached hereto as Exhibit E, or such other form as shall be approved by the Agent.

“Budget” shall have the meaning assigned to such term in Section 5.01(e).

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed and (a) if the applicable Business Day relates to notices, determinations, fundings and payments in connection with the Eurocurrency Rate for any Eurocurrency Rate Loan denominated in Dollars, Sterling or Yen or the LIBOR Rate in connection with the LC Facility, a day on which banks are open for general business in London; (b) if the applicable Business Day relates to notices, determinations, fundings and payments in connection with EURIBOR or any Eurocurrency Rate Loan denominated in Euro, any day (i) on which banks are open for general business in London and (ii) which is a TARGET Day, and (c) if the applicable Business Day relates to notices, determinations, fundings and payments in connection with the Canadian Base Rate, the BA Rate, Canadian Base Rate Loans or BA Rate Loans, a day of the year on which banks are not required or authorized to close in Toronto or Montreal, Canada.

“Business Securitization Facility” means any transaction or series of transactions that may be entered into by the U.S. Borrower or any of its Restricted Subsidiaries pursuant to which the U.S. Borrower or any of its Restricted Subsidiaries may sell, convey or otherwise transfer to (a) a Business Securitization Subsidiary (in the case of a transfer by the U.S. Borrower or any of its Subsidiaries) and (b) any other Person (in the case of a transfer by a Business Securitization Subsidiary), or may grant a Lien in, any assets (whether now existing or arising in the future) of the U.S. Borrower or any of its Subsidiaries that are customarily granted in connection with asset securitization transactions similar to the Business Securitization Facility entered into; *provided* that such transaction or series of transactions meets the following conditions: (i) the Board of Directors of the U.S. Borrower shall have determined in good faith that such Business Securitization Facility (including the terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the U.S. Borrower and the Business Securitization Subsidiary, (ii) all sales of assets to the Business Securitization Subsidiary are made at fair market value (as determined in good faith by the U.S. Borrower), (iii) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the U.S. Borrower) and may include Standard Securitization Undertakings, (iv) no portion of the obligations under the Business Securitization Facility (contingent or otherwise) will (x) be incurred or guaranteed by the U.S. Borrower or any Restricted Subsidiary other than a Business Securitization Subsidiary (except for service performance guarantees pursuant to Standard Securitization Undertakings), (y) be recourse to the U.S. Borrower or any Restricted Subsidiary other than a Business Securitization Subsidiary, other than pursuant to Standard Securitization Undertakings or (z) subject any property or asset of the U.S. Borrower or any Restricted Subsidiary of the U.S. Borrower other than a Business Securitization Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings and (v) the aggregate obligations under any Business Securitization Facilities will not exceed \$2,000.0 million at any one time outstanding.

“Business Securitization 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 the U.S. Borrower or a Restricted Subsidiary in connection with any Business Securitization Facility.

“Business Securitization Repurchase Obligation” means any obligation of the U.S. Borrower or a Restricted Subsidiary that is a seller of assets in a Business Securitization Facility to repurchase the assets it sold thereunder as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“Business Securitization Subsidiary” means a Wholly-Owned Subsidiary of the U.S. Borrower which engages in no activities other than in connection with the financing of certain assets of the U.S. Borrower and its Subsidiaries, all proceeds thereof and all rights (continued and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the U.S. Borrower as a Business Securitization Subsidiary and (a) with which none of the U.S. Borrower or any other Restricted Subsidiary of the U.S. Borrower has any material contract, agreement, arrangement or understanding other than on terms that the U.S. Borrower reasonably believes to be no less favorable to the U.S. Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the U.S. Borrower and (b) to which neither the U.S. Borrower nor any other Restricted Subsidiary of the U.S. Borrower has any obligation to maintain or preserve such entity’s financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the Board of Directors of the U.S. Borrower shall be evidenced to the Agent by filing with the Agent a certified copy of the resolution of the Board of Directors of the U.S. Borrower giving effect to such designation and an Officers’ Certificate certifying that such designation complied with the foregoing conditions.

“Canadian Base Rate” means the rate determined by the Agent as the rate displayed at or about 10:30 a.m. (New York City time) on display page CAPRIME of the Reuters Screen as the prime rate for loans denominated in Canadian Dollars by Canadian banks to borrowers in Canada; provided, however, that, in the event that such rate does not appear on the Reuters Screen on such day or if the basis of calculation of such rate is changed after the date hereof and, in the reasonable judgment of the Agent, such rate ceases to reflect each Canadian Revolving Lender’s or Canadian Term Lender’s cost of funding to the same extent as on the date hereof, then the “Canadian Base Rate” shall be the average of the floating rate of interest per annum established (or commercially known) as “prime rate” for loans denominated in Canadian Dollars on such day by three major Canadian banks selected by the Agent.

“Canadian Borrower” has the meaning specified in the preamble to this Agreement.

“Canadian Dollar” and “C\$” each mean the lawful currency of Canada.

“Canadian Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Canadian Lending Office” in its Administrative Questionnaire or such other office of such Lender as such Lender may from time to time specify to the U.S. Borrower and the Agent.

“Canadian Revolving Available Credit” means, at any time, (a) the then effective aggregate Canadian Revolving Commitments minus (b) the aggregate Canadian Revolving Outstandings at such time.

“Canadian Revolving Commitment” means, with respect to each Canadian Revolving Lender, the commitment of such Lender to make Canadian Revolving Loans in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “Canadian Revolving Commitment”, as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “Canadian Revolving Commitments” shall mean the aggregate Canadian Revolving Commitments of all Canadian Revolving Lenders, which amount, initially as of the Closing Date, shall be \$75.0 million.

“Canadian Revolving Facility” means the Canadian Revolving Commitments and the provisions herein related to the Canadian Revolving Loans, the Canadian Swingline Loans and, to the extent issued pursuant to the Canadian Revolving Commitments, Revolving Letters of Credit.

“Canadian Revolving Lender” means each Lender having a Canadian Revolving Commitment.

“Canadian Revolving Loan” has the meaning specified in Section 2.01(a)(iv).

“Canadian Revolving Outstandings” means, at any particular time, the sum of (a) the Dollar Equivalent of the aggregate principal amount of the Canadian Revolving Loans outstanding at such time, (b) the Revolving LC Exposure under the Canadian Revolving Facility at such time and (c) the Dollar Equivalent of the aggregate principal amount of Canadian Swingline Loans outstanding at such time.

“Canadian Swingline Lender” means Citibank, N.A., Toronto Branch, in its capacity as Lender of Canadian Swingline Loans and its successors hereunder.

“Canadian Swingline Loan” has the meaning assigned to such term in Section 2.03(a).

“Canadian Swingline Sublimit” has the meaning assigned to such term as Section 2.03(a).

“Canadian Term Commitment” means, with respect to each Canadian Term Lender, the commitment of such Lender to make Canadian Term Loans to the Canadian Borrower in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitments Schedule under the caption “Canadian Term Commitment”, as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “Canadian Term Commitments” shall mean the aggregate Canadian Term Commitments of all Canadian Term Lenders, which amount, initially as of the Closing Date, shall be \$170.0 million.

“Canadian Term Lender” means each Lender that has a Canadian Term Commitment or that holds a Canadian Term Loan.

“Canadian Term Loan” has the meaning specified in Section 2.01(b)(v).

“Canadian Term Loan Facility” means the Canadian Term Commitments and the provisions herein related to the Canadian Term Loans.

“Capital Expenditures” means, for any period, the aggregate, without duplication, of (a) all expenditures (whether paid in cash or accrued as liabilities) by the U.S. Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during such period to property, plant or equipment reflected in the consolidated balance sheet

of the U.S. Borrower and the Restricted Subsidiaries; (b) the capitalized amount of any Capitalized Lease Obligations incurred by the U.S. Borrower and its Restricted Subsidiaries during such period; and (c) expenditures made for client contract investments and included as additions during the period to other assets reflected in the consolidated balance sheet of the U.S. Borrower and the Restricted Subsidiaries; provided that the term “Capital Expenditures” shall not include:

(i) expenditures made in connection with the replacement, substitution, restoration or repair of assets to the extent financed with (x) insurance proceeds paid on account of the loss of or damage to the assets being replaced, restored or repaired or (y) awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced,

(ii) the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time,

(iii) the purchase of plant, property or equipment to the extent financed with the proceeds of Dispositions that are not applied to prepay Loans pursuant to Section 2.09,

(iv) expenditures that constitute consolidated lease expense,

(v) expenditures that are accounted for as capital expenditures by the U.S. Borrower or any Restricted Subsidiary and that actually are paid for by a Person other than the U.S. Borrower or any Restricted Subsidiary and for which neither the U.S. Borrower nor any Restricted Subsidiary has provided or is required to provide or incur, directly or indirectly, any consideration or obligation to such Person or any other Person (whether before, during or after such period),

(vi) the book value of any asset owned by the U.S. Borrower or any Restricted Subsidiary prior to or during such period to the extent that such book value is included as a capital expenditure during such period as a result of such Person reusing or beginning to reuse such asset during such period without a corresponding expenditure actually having been made in such period; provided that any expenditure necessary in order to permit such asset to be reused shall be included in Capital Expenditures during the period in which such expenditure actually is made, or

(vii) expenditures that constitute acquisitions of Persons or business units permitted hereunder.

“Capital Stock” means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (d) 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.

“carry-back amount” has the meaning provided in Section 6.11(b).

“Cash Equivalents” means:

- (a) Dollars;
- (b) Canadian Dollars, Yen, Sterling, Euro or, in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business;
- (c) 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;
- (d) 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;
- (e) repurchase obligations for underlying securities of the types described in clauses (c) and (d) above entered into with any financial institution meeting the qualifications specified in clause (d) above;
- (f) 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;
- (g) investment funds investing at least 95% of their assets in securities of the types described in clauses (a) through (f) above;
- (h) 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;
- (i) 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; and
- (j) in the case of any Foreign Subsidiary, investments of comparable tenure and credit quality to those described in the foregoing clauses (a) through (i) or other high quality short term investments, in each case, customarily utilized in countries in which such Foreign Subsidiary operates for short term cash management purposes.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (a) and (b) above; provided that such amounts are converted into one or more of the currencies set forth in clauses (a) and (b) above as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

“Cash Management Agreement” means any agreement or arrangement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

“Casualty Event” shall mean, with respect to any equipment, fixed assets or real property (including any improvements thereon) of the U.S. Borrower or any Restricted Subsidiary, any loss of or damage to, or any condemnation or other taking by a Governmental Authority of, such property, the date on which the U.S. Borrower or any of the Restricted Subsidiaries receives insurance proceeds, or proceeds of a condemnation award or other compensation to replace or repair such property, in each case, in excess of \$10.0 million with respect to any such event.

“Certificate” shall mean the certificate as defined in Section 2.15(p)(i).

“Change in Law” means (a) the adoption of any law, treaty, order, policy, rule or regulation after the date of this Agreement, (b) any change in any law, treaty, order, policy, rule or regulation or in the interpretation, administration or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender (or, for purposes of Section 2.14(c), by any lending office of such Lender or by such Lender’s holding company, if any) with any request, guideline, directive or order (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the date of this Agreement).

“Change of Control” means the earliest to occur of

(a) the Permitted Holders ceasing to have the power, directly or indirectly, to vote or direct the voting of securities having a majority of the ordinary voting power for the election of directors of Holdings; provided that the occurrence of the foregoing event shall not be deemed a Change of Control if,

(i) any time prior to the consummation of a Qualifying IPO, and for any reason whatsoever, (A) the Permitted Holders otherwise have the right, directly or indirectly, to designate (and do so designate) a majority of the board of directors of Holdings or (B) the Permitted Holders own, directly or indirectly, of record and beneficially an amount of common stock of Holdings equal to an amount more than fifty percent (50%) of the amount of common stock of Holdings owned, directly or indirectly, by the Permitted Holders of record and beneficially as of the Closing Date and such ownership by the Permitted Holders represents the largest single block of voting securities of Holdings held by any Person or related group for purposes of Section 13(d) of the Exchange Act, or

(ii) at any time after the consummation of a Qualifying IPO, and for any reason whatsoever, no “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person and its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), excluding the Permitted Holders, shall become the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than the greater of (x) thirty-five percent (35%) of the then outstanding voting stock of Holdings and (y) the percentage of the then outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders; or

(b) any “Change of Control” (or any comparable term) in any document pertaining to any Specified Indebtedness; or

(c) the U.S. Borrower ceasing to be a direct Wholly-Owned Subsidiary of Holdings; or

(d) at any time when any Foreign Obligations (other than contingent obligations for unasserted claims) of a Foreign Borrower remain outstanding, such Foreign Borrower ceasing to be a direct or indirect Restricted Subsidiary of the U.S. Borrower (unless a Borrower or a Subsidiary Guarantor shall expressly have assumed all the Foreign Obligations of such Foreign Borrower under this Agreement and the other Loan Documents to which such Foreign Borrower is a party).

“Citibank” means Citibank, N.A., a national banking association.

“Class” when used (i) in reference to any LC Facility Deposit, Loan or Borrowing, refers to whether such LC Facility Deposit, Loan, or the Loans comprising such Borrowing, are LC Facility Deposits, New LC Facility Deposits (of any Series), U.S. Revolving Loans, U.K. Revolving Loans, German Revolving Loans, Canadian Revolving Loans, Irish Revolving Loans, U.S. Term Loans, German Term-1 Loans, German Term-2 Loans, Canadian Term Loans, Irish Term Loans, U.K. Term Loans, Yen Term Loans, New Term Loans (of any Series), U.S. Swingline Loans or Canadian Swingline Loans, (ii) in reference to any Commitment refers to whether such Commitment is a U.S. Revolving Commitment, U.K. Revolving Commitment, German Revolving Commitment, Canadian Revolving Commitment, Irish Revolving Commitment, U.S. Term Commitment, German Term-1 Commitment, German Term-2 Commitment, Irish Term Commitment, Canadian Term Commitment, U.K. Term Commitment, Yen Term Commitment, New Term Commitment (of any Series), LC Facility Commitment or New LC Facility Commitment (of any Series) and (iii) in reference to any Lender, refers to whether such Lender is a U.S. Revolving Lender, U.K. Revolving Lender, German Revolving Lender, Canadian Revolving Lender, Irish Revolving Lender, New Revolving Lender, U.S. Term Lender, German Term Lender, Irish Term Lender, Canadian Term Lender, U.K. Term Lender, Yen Term Lender, New Term Lender (for any Series of New Term Loans), LC Facility Lender or New LC Facility Lender (for any Series of New LC Facility Deposits).

“Closing Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

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

“Collateral” means any and all property owned, leased or operated by a Person from time to time subject to a security interest or Lien under the Collateral Documents.

“Collateral Documents” means, collectively, the Security Agreement, the Mortgages, the Foreign Pledge Agreements and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations.

“Commitment” means, with respect to any Lender, such Lender’s Revolving Commitments, if any, such Lender’s Term Commitment, if any and such Lender’s LC Facility Commitment.

“Commitment Schedule” means the Schedule attached hereto identified as such.

“Commitments” means the aggregate Revolving Commitments, Term Commitments, LC Facility Commitments, the New Revolving Commitments, New Term Commitments and New LC Facility Commitments of all Lenders, if any.

“Compliance Certificate” means a certificate of the U.S. Borrower substantially in the form of Exhibit C.

“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 in computing Consolidated Net Income (including (i) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (ii) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers’ acceptances, (iii) 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), (iv) the interest component of Capitalized Lease Obligations, (v) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness and (vi) all commissions, discounts, yield and other fees and charges in the nature of interest expense related to any Receivables Facility or Business Securitization Facility, and excluding (A) Additional Interest, (B) amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses, (C) any expensing of bridge, commitment and other financing fees and (D) any redemption premiums paid in connection with the redemption of the Existing Debt, 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 EBITDA attributable to SMG or AIM that is accounted for by the equity method of accounting is included in EBITDA of the U.S. Borrower by operation of clause (i) of the last paragraph of the definition thereof, a proportionate amount of the consolidated interest expense of such Persons. 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”, with respect to any Person as of any date of determination, means the ratio of (a) the excess of (i) Consolidated Total Indebtedness of such Person as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 over (ii) an amount equal to the lesser of (x) the amount of cash and Cash Equivalents of the U.S. Borrower and its Restricted Subsidiaries on such date that are free and clear of any Lien (other than non-consensual Permitted Liens and Permitted Liens of the type set forth in clauses (u) through (x) of the definition of Permitted Liens) and (y) \$75.0 million to (b) the aggregate amount of EBITDA of such Person for the period of the most recently ended four full consecutive fiscal quarters for which financial statements have been delivered pursuant to Section 5.01, 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 “Interest 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:

- (a) any net after tax extraordinary gains or losses (less all fees and expenses relating thereto) or expenses shall be excluded,
- (b) 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,

(c) 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,

(d) 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 U.S. Borrower, shall be excluded,

(e) the Net Income for such period of any Person that is not a Restricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; provided that Consolidated Net Income of the U.S. Borrower 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 U.S. Borrower 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 (f) below),

(f) solely for the purpose of determining the Applicable Amount and Excess Cash Flow, the Net Income for such period of any Restricted Subsidiary (other than any Subsidiary 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 U.S. Borrower 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 U.S. Borrower or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein,

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

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

(i) 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

(j) any noncash compensation expense resulting from the application of Financial Accounting Standards No. 123R or any deferred compensation charges net of any cash payments made under such deferred compensation plans during such period to officers, directors, managers, consultants or employees (or their estates, Controlled Investment Affiliates or Immediate Family Members) shall be excluded.

“Consolidated Secured Debt Ratio” as of any date of determination means the ratio of (a) the excess of (i) Consolidated Total Indebtedness that is secured by any Lien as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 over (ii) an amount equal to the lesser of (x) the amount of cash and Cash Equivalents of the U.S. Borrower and its Restricted Subsidiaries on such date that are free and clear of any Lien (other than non-consensual Permitted Liens and Permitted Liens of the type set forth in clauses (u) through (x) of the definition of “Permitted

Liens”) and (y) \$75.0 million to (b) EBITDA of the U.S. Borrower for the period of the most recently ended consecutive four full fiscal quarters for which financial statements have been delivered pursuant to Section 5.01, in each case with such pro forma adjustments to Consolidated Total Indebtedness and EBITDA, mutatis mutandis, as are set forth in the definition of “Interest Coverage Ratio”.

“Consolidated Total Indebtedness” means, as at any date of determination, an amount equal to the sum of (a) the aggregate amount of all outstanding Indebtedness of the U.S. Borrower 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 (and excluding any undrawn letters of credit), (b) the aggregate amount of all outstanding Disqualified Stock of the U.S. Borrower 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 and (c) the aggregate outstanding amount of advances under any Receivables Facility or Business Securitization Facility of the U.S. Borrower or any of its Restricted Subsidiaries, in each case determined on a consolidated basis in accordance with GAAP. For purposes of this definition, 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 this Agreement, 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 U.S. Borrower.

“Consolidated Working Capital” means, at any date, the excess of (a) the sum of all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption “total current assets” (or any like caption) on a consolidated balance sheet of the U.S. Borrower and its Restricted Subsidiaries at such date over (b) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption “total current liabilities” (or any like caption) on a consolidated balance sheet of the U.S. Borrower and its Restricted Subsidiaries on such date, including deferred revenue but excluding, without duplication, (i) the current portion of any Funded Debt, (ii) the current portion of accrued interest and (iii) the current portion of current and deferred income taxes.

“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, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) 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 (c) 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 U.S. Borrower and/or other companies.

“Credit-Linked Deposit Account” means the account established by the Agent under its sole and exclusive control maintained at the principal New York City office of JPMorgan Chase Bank, N.A. or another branch of JPMorgan Chase Bank, N.A. designated as the “ARAMARK Credit-Linked Deposit Account”, which shall be used solely to hold LC Facility Deposits.

“Debt Incurrence Prepayment Event” shall mean any issuance or incurrence by the U.S. Borrower or any of the Restricted Subsidiaries of any Indebtedness (excluding any Indebtedness permitted to be issued or incurred under Section 6.01 other than pursuant to Section 6.01(b)(iv)).

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, examinership or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally (including, in the case of the U.K. Borrower, administration, administrative receivership, voluntary arrangement and schemes of arrangement).

“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.

“Deferred Net Cash Proceeds” shall have the meaning provided such term in the definition of “Net Cash Proceeds”.

“Derivative Transaction” means (a) an interest-rate transaction, including an interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar, and floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) an exchange-rate transaction, including a cross-currency interest-rate swap, a forward foreign-exchange contract, a currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks and (c) a commodity (including precious metal) derivative transaction, including a commodity-linked swap, a commodity-linked option, a forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks.

“Designated Equity Amount” shall have the meaning provided such term in Section 6.01(b)(xx).

“Designated Noncash Consideration” means the fair market value of noncash consideration received by the U.S. Borrower or a Restricted Subsidiary in connection with a Disposition pursuant to Section 6.06(j) that is designated as Designated Noncash Consideration pursuant to a certificate of a Responsible Officer delivered to the Agent, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the noncash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

“Designated Obligations” shall mean all obligations of the Borrowers with respect to (a) principal of and interest on the Loans, (b) LC Disbursements and interest thereon and (c) accrued and unpaid fees under the Loan Documents.

“Designated Preferred Stock” means Preferred Stock of the U.S. Borrower or any direct or indirect parent company thereof (in each case other than Disqualified Stock) that is issued for cash (other than to a Restricted Subsidiary) and is so designated as Designated Preferred Stock pursuant to an Officers’ Certificate delivered to the Agent that is executed by a Responsible Officer of the U.S. Borrower on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in the definition of “Applicable Amount”.

“Determination Date” shall mean (i) with respect to any Eurocurrency Rate Loan or BA Rate Loan denominated in any currency other than Dollars, each date of determination of the Eurocurrency Rate or BA Rate applicable to such Loan (and, if any Eurocurrency Interest Period has a duration of more than three months, on each date during such Interest Period occurring every three months from the first day of such Eurocurrency Interest Period), (ii) with respect to any Canadian Base Rate Loan, the date such Loan is made and each date on which interest is invoiced on such Loan, and (iii) with respect to each Revolving Letter of Credit denominated in any currency other than Dollars, the first Business Day of each calendar month.

“Discharge of Obligations” shall be deemed to have occurred on the first date that (i) all Commitments shall have been terminated, (ii) all Obligations arising under the Loan Documents (other than contingent obligations for unasserted claims) shall have been repaid, (iii) all LC Facility Deposits shall have been returned to the LC Facility Lenders and (iv) no Letters of Credit shall be outstanding (except to the extent consented to by issuer thereof pursuant to arrangements acceptable to such issuer in its sole discretion).

“Disclosed Matters” means the actions, suits and proceedings and the environmental matters disclosed in Schedule 3.06.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any Sale and Lease-Back Transaction and any issuance or sale of Equity Interests of any Subsidiary) of any property of the U.S. Borrower or any of the Restricted Subsidiaries.

“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 to the extent the terms of such Capital Stock provide that such Capital Stock shall not be required to be repurchased or redeemed until the Discharge of Obligations has occurred or such repurchase or redemption is otherwise permitted by this Agreement (including as a result of a waiver hereunder)), in whole or in part, in each case prior to the date that is ninety-one (91) days after the earlier of the Term Loan Maturity Date and the Discharge of Obligations; provided that if such Capital Stock is issued to any plan for the benefit of employees of the U.S. Borrower 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 U.S. Borrower or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided, further, that any Capital Stock held by any future, present or former employee, director, manager or consultant (or their respective estates, Controlled Investment Affiliates or Immediate Family Members), of the U.S. Borrower, any of its Subsidiaries or any of its direct or indirect parent companies’ or any other entity in which the U.S. Borrower or a Restricted Subsidiary has an Investment and is designated in good faith as an “affiliate” by the Board of Directors of the U.S. Borrower (or the 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 shall not constitute Disqualified Stock solely because it may be required to be repurchased by the U.S. Borrower or its Subsidiaries following the termination of employment of any such employee, director, manager or consultant with the U.S. Borrower or its Subsidiaries.

“Dollar Equivalent” of any amount means, at the time of determination thereof, (a) if such amount is expressed in Dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in Dollars determined by using the rate of exchange quoted by Citibank

in New York, New York at 11:00 a.m. (New York City time) on the date of determination (or, if such date is not a Business Day, the last Business Day prior thereto) to prime banks in New York for the spot purchase in the New York currency exchange market of such amount of Dollars with such Alternative Currency and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Agent using any method of determination it deems appropriate acting reasonably.

“Dollars” and the sign “\$” each mean the lawful money of the United States of America.

“Domestic Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans made to the U.S. Borrower or LC Disbursements made pursuant to Letters of Credit issued for the account of the U.S. Borrower, including on behalf of any of its subsidiaries (other than any Foreign Borrower or its subsidiaries), all accrued and unpaid fees (including pursuant to Section 2.10 of this Agreement) and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Agent, the Issuing Bank, the LC Facility Issuing Bank or any indemnified party arising under the Loan Documents (including interest and fees accruing after commencement of any bankruptcy or insolvency proceeding against any Loan Party, whether or not allowed in such proceeding).

“Domestic Subsidiary” means, with respect to any Person, any Restricted Subsidiary of such Person other than (a) a Foreign Subsidiary or (b) any 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,

(a) increased by (without duplication): (i) provision for taxes based on income or profits, plus franchise or similar taxes, for such period deducted in computing Consolidated Net Income for such period, plus (ii) consolidated Interest Charges for such period to the extent the same was deducted in calculating Consolidated Net Income for such period, plus (iii) Consolidated Depreciation and Amortization Expense for such period to the extent such depreciation and amortization were deducted in computing Consolidated Net Income for such period, plus (iv) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred hereunder including a refinancing thereof (whether or not successful) and any amendment or modification to the terms of any such transactions, including all fees, expenses or charges related to the Transactions deducted in computing Consolidated Net Income for such period, plus (v) the amount of any restructuring charge or reserve deducted in such period in computing Consolidated Net Income for such period, including any one-time costs incurred in connection with (A) acquisitions after the Closing Date or (B) the closing or consolidation of facilities after the Closing Date, plus (vi) any write offs, write downs or other noncash charges reducing Consolidated Net Income for such period, in each case, in excess of \$2.0 million individually, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period, plus (vii) the amount of any minority interest expense deducted in calculating Consolidated Net Income for such period, plus (viii) 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 Section 6.05, plus (ix) the amount of net cost savings projected by the U.S. Borrower 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) as a result of actions taken or to be taken in connection with the Transactions or any acquisition or disposition by the U.S. Borrower or any Restricted Subsidiary, net of the amount of actual benefits realized during such period from such actions; provided that (A) such cost savings

are reasonably identifiable and factually supportable, (B) such actions are taken within 18 months after the Closing Date or the date of such acquisition or disposition and (C) the aggregate amount of cost savings added pursuant to this clause (ix) shall not exceed the greater of (x) an amount equal to 5% of EBITDA of the U.S. Borrower 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 (ix)) and (y) \$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 "Interest Coverage Ratio"), plus (x) any costs or expenses incurred by the U.S. Borrower 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 U.S. Borrower or net cash proceeds of issuance of Equity Interests of the U.S. Borrower (other than Disqualified Stock) in each case, solely to the extent that such cash proceeds are excluded from the calculation of the Applicable Amount, plus (xi) any net after-tax 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 Holdings and the Transactions), plus (xii) to the extent covered by insurance and actually reimbursed, or, so long as the U.S. Borrower 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;

(b) decreased by (without duplication) noncash gains included in Consolidated Net Income of such Person for such period in excess of \$2.0 million individually, 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

(c) increased (by losses) or decreased (by gains), as applicable, by (without duplication) (i) any net noncash gain or loss resulting in such period from Hedging Obligations and the application of Statement of Financial Accounting Standards No. 133 and (ii) any net noncash gain or loss resulting in such period from currency translation gains or losses related to currency remeasurements of Indebtedness.

Notwithstanding the foregoing (i) with respect to the U.S. Borrower's investments in SMG or AIM which are accounted for by the equity method of accounting, EBITDA will include, without duplication, the U.S. Borrower's proportionate share of EBITDA of SMG and AIM (as calculated in accordance with the foregoing definition without reference to this sentence and including a deduction for any unusual gain on any sales of real estate by such entities consummated prior to the Closing Date) and (ii) subject to further adjustment in connection with acquisitions or dispositions as contemplated by the definition of "Interest Coverage Ratio", EBITDA of the U.S. Borrower for the fiscal quarters ended March 31, 2006, June 30, 2006 and September 29, 2006 shall be deemed to be \$220.4 million, \$239.6 million and \$270.1 million, respectively (for informational purposes, such amounts being determined as set forth on Schedule 1.01(h)).

"Eligible Assignee" means (i) a Lender, (ii) a commercial bank, insurance company, Fund or company engaged in the business of making commercial loans or a commercial finance company, which Person, together with its Affiliates, has a combined capital and surplus in excess of \$100.0 million,

(iii) any Affiliate of a Lender under common control with such Lender or (iv) an Approved Fund of a Lender; provided that in any event “Eligible Assignee” shall not include (w) any natural person, (x) Holdings or the U.S. Borrower or any Affiliate (which for this purpose shall not include any Agent or Lender or any of their respective branches or Affiliates engaged in the business of making commercial loans) thereof, (y) any Sponsor or any of their respective Affiliates (which for this purpose shall not include any Affiliate of the Sponsor engaged in the business of making commercial loans) or (z) any “creditor”, as defined in Regulation T, or “foreign branch of a broker-dealer”, within the meaning of Regulation X; provided, however, that upon the occurrence of an Event of Default, no Person (other than a Lender) shall be an “Eligible Assignee” if the assignment of any Commitment, LC Facility Participation or Loan to such Person would cause such Person to have Commitments, LC Facility Participations or Loans in excess of twenty-five percent (25%) of the then outstanding total aggregate Commitments, LC Facility Participations or Loans, as the case may be.

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

“Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or legally binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the protection of the environment, preservation or reclamation of natural resources, the management, release or threatened release of, or exposure to, any Hazardous Material or, to the extent relating to human exposure to Hazardous Materials, health and safety matters.

“Environmental Liability” means any liability, contingent or otherwise (including, without limitation, any liability for damages, costs of environmental investigation, remediation, restoration or monitoring, fines, penalties or indemnities), of the U.S. Borrower or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) violation of or liability under any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) human or animal exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other legally binding consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Contribution” means the contribution by the Sponsors, the Co-Investors and the Management Stockholders in an aggregate amount of not less than 20% of the total consolidated capitalization of ARAMARK on the Closing Date, after giving pro forma effect to the consummation of the Transactions (of which not less than 17.5% of such aggregate amount shall be in cash) to Holdings (or any direct or indirect parent thereof) as common equity and/or preferred equity having terms reasonably satisfactory to the Joint Lead Arrangers, and the contribution by Holdings (or any direct or indirect parent thereof) of the amount so received to Merger Sub (or if by a direct or indirect parent of Holdings, by such parent to Holdings and by Holdings to Merger Sub) in respect of Holdings’ common equity and/or preferred equity in Merger Sub having terms reasonably satisfactory to the Joint Lead Arrangers or in exchange for the issuance to Holdings of Equity Interests of Merger Sub.

“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.

“Equity Offering” means any public or private sale of common stock or Preferred Stock of the U.S. Borrower or any of its direct or indirect parent companies (excluding Disqualified Stock), other than (a) public offerings with respect to the U.S. Borrower’ 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 direct or indirect parent company of the U.S. Borrower, the U.S. Borrower or any Subsidiary of the U.S. Borrower.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with the U.S. Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an “accumulated funding deficiency” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the U.S. Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the U.S. Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice of an intent to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the U.S. Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the U.S. Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the U.S. Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is insolvent or in reorganization, within the meaning of Title IV of ERISA.

“EURIBOR” means, in relation to any Loan in Euro (a) the applicable Screen Rate or (b) if no Screen Rate is available for the Eurocurrency Interest Period of that Loan, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request quoted by three major banks selected by the Agent to leading banks in the European interbank market, at or about 11 a.m. Brussels time on the second full Business Day next preceding the first day of the relevant Eurocurrency Interest Period in relation to which such rate is calculated.

“Euro” and the sign “_” each mean the single currency of participating member states of the EMU.

“Eurocurrency Interest Period” means with respect to any Eurocurrency Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, to the extent available to each Lender making such Eurocurrency Rate Borrowing, nine or twelve months) thereafter, as a Borrower may elect; provided, that (i) if any Eurocurrency Interest Period would end on a day other than a Business Day, such Eurocurrency Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Eurocurrency Interest Period shall end on the next preceding Business Day, (ii) any Eurocurrency Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Eurocurrency Interest Period) shall end on the last Business Day of the last calendar month of such Eurocurrency Interest Period and (iii) no Eurocurrency Interest Period for any (x) Eurocurrency Rate Revolving Loan shall end after the Scheduled Termination Date or (y) Eurocurrency Rate Term Loans shall end after the Term Loan Maturity Date.

“Eurocurrency Liabilities” has the meaning specified in Regulation D of the Federal Reserve Board.

“Eurocurrency Rate” means, (a) in relation to any Loan denominated in Dollars, Sterling or Yen for any Eurocurrency Interest Period, the rate obtained by dividing (i) the applicable LIBOR Rate for such Eurocurrency Interest Period by (ii) a percentage equal to 1 minus the stated maximum rate (stated as a decimal) of all reserves, if any, required to be maintained against Eurocurrency Liabilities (including any marginal, emergency, special or supplemental reserves), and (b) in relation to any Loan denominated in Euro, the rate obtained by dividing (i) the applicable EURIBOR for such Eurocurrency Interest Period by (ii) a percentage equal to 1 minus the stated maximum rate (stated as a decimal) of all reserves, if any, required to be maintained against Eurocurrency Liabilities.

“European Borrowers” means, collectively, the Irish Borrower, the German Borrowers and the U.K. Borrower.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Excess Amount” has the meaning assigned to such term in Section 2.06(h).

“Excess Cash Flow” means, for any fiscal year of the U.S. Borrower, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income of the U.S. Borrower for such period,

(ii) an amount equal to the amount of all material (as determined in accordance with GAAP) noncash charges to the extent deducted in arriving at such Consolidated Net Income,

(iii) decreases in Consolidated Working Capital and long-term account receivables for such period (other than any such decreases arising from acquisitions by the U.S. Borrower and its Restricted Subsidiaries completed during such period), and

(iv) an amount equal to the aggregate net noncash loss on the sale, lease, transfer or other disposition of assets by the U.S. Borrower and its Restricted Subsidiaries during such period (other than sales in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; over

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all material (as determined in accordance with GAAP) noncash credits included in arriving at such Consolidated Net Income and cash charges described in clauses (a) through (j) of the definition of Consolidated Net Income and included in arriving at such Consolidated Net Income,

(ii) without duplication of amounts deducted in arriving at such Consolidated Net Income or pursuant to clause (xi) below in prior periods, the amount of Capital Expenditures made in cash during such period (without giving effect to the proviso in the definition thereof), except to the extent that such Capital Expenditures were not financed with Internally Generated Funds,

(iii) the aggregate amount of all principal payments of Indebtedness of the U.S. Borrower and its Restricted Subsidiaries (including (x) the principal component of payments in respect of Capitalized Lease Obligations and (y) the amount of any prepayment of Loans pursuant to Section 2.06 or, to the extent made with the proceeds of a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase, Section 2.09(b) but excluding all other prepayments of the Loans) made during such period (other than in respect of any revolving credit facility to the extent there is not an equivalent permanent reduction in commitments thereunder), except to the extent financed with the proceeds of other Indebtedness of the U.S. Borrower or its Restricted Subsidiaries (other than under any revolving credit facility),

(iv) an amount equal to the aggregate net noncash gain on the sale, lease, transfer or other disposition of assets by the U.S. Borrower and its Restricted Subsidiaries during such period (other than sales in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) increases in Consolidated Working Capital and long-term account receivables for such period (other than any such increases arising from acquisitions of a Person or business unit by the U.S. Borrower and its Restricted Subsidiaries during such period),

(vi) cash payments by the U.S. Borrower and its Restricted Subsidiaries during such period in respect of long-term liabilities of the U.S. Borrower and its Restricted Subsidiaries other than Indebtedness,

(vii) without duplication of amounts deducted pursuant to clause (xi) below in prior periods, the amount of Investments and acquisitions made during such period to the extent permitted under Section 6.07 (excluding Investments in (x) Cash Equivalents, (y) Investment Grade Securities and (z) the U.S. Borrower or any of its Restricted Subsidiaries), to the extent that such Investments and acquisitions were financed with Internally Generated Funds,

(viii) the amount of Restricted Payments made in cash during such period to the extent permitted under Section 6.04(xii), to the extent that such Restricted Payments were financed with Internally Generated Funds,

(ix) the aggregate amount of expenditures actually made by the U.S. Borrower and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period,

(x) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the U.S. Borrower and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness,

(xi) without duplication of amounts deducted in arriving at such Consolidated Net Income or deducted from Excess Cash Flow in prior periods, the aggregate consideration required to be paid in cash by the U.S. Borrower or any of its Restricted Subsidiaries pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to acquisitions or Capital Expenditures (without giving effect to the proviso in the definition thereof) to be consummated or made during the period of

four consecutive fiscal quarters of the U.S. Borrower following the end of such period; provided that to the extent the aggregate amount of Internally Generated Funds actually utilized to finance such acquisitions or Capital Expenditures during such period of four consecutive fiscal quarters is less than the Contract Consideration, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters,

(xii) the amount of cash taxes paid in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period, and

(xiii) an amount equal to the aggregate net cash losses on the sale, lease, transfer or other disposition of assets by the U.S. Borrower and its Restricted Subsidiaries during such period (other than sales in the ordinary course of business) to the extent deducted in determining Consolidated Net Income.

“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 U.S. Borrower 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 U.S. Borrower or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the U.S. Borrower) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the U.S. Borrower, 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 U.S. Borrower 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 of the Applicable Amount and which are not received by the U.S. Borrower in connection with an equity contribution or an issuance of Junior Capital pursuant to Section 7.03.

“Excluded Taxes” means, with respect to any Agent, LC Facility Issuing Bank, Issuing Bank, Lender or any other recipient of any payment to be made by or on account of any obligation of any Borrower or any other Loan Party hereunder, (a) income or franchise taxes (or capital in the case of any Canadian capital Taxes) imposed on (or measured by) its net income received or receivable (but not any such sum deemed to be received or receivable) by a jurisdiction as a result of the recipient being organized or having its principal office or, in the case of any Lender, having its Applicable Lending Office in such jurisdiction, (b) any branch profits taxes under Section 884 of the Code or any similar tax imposed by a jurisdiction as a result of the recipient being located in such jurisdiction, (c) in the case of a Lender (other than an assignee pursuant to a request by a Borrower under Section 2.17(b)) or a Lender purchasing a participation pursuant to Section 2.16(b) with respect to that participation), (i) with respect to the U.S. Revolving Loans, U.S. Term Loan or any portion of any Canadian Revolving Loans, German Revolving Loans, Irish Revolving Loans or U.K. Revolving Loans made to the U.S. Borrower, any United States federal withholding tax that is imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except to the extent, in the case of a Non-U.S. Lender, such Non-U.S. Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the U.S. Borrower or any other Loan Party with respect to such withholding tax pursuant to Section 2.15(a) or (f) and (ii) with respect to any portion of the Canadian Revolving Loan made to the Canadian Borrower or a Revolving Letter of Credit issued to the Canadian Borrower pursuant to the Canadian Revolving Commitments, any Canadian federal withholding tax that is imposed on amounts payable to such Canadian Revolving Lender

or the applicable Issuing Bank, as the case may be, at the time such Canadian Revolving Lender or Issuing Bank becomes a party to this Agreement (or designates a new lending office), except to the extent that such Canadian Revolving Lender or Issuing Bank (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Canadian Borrower or any other Loan Party with respect to such withholding tax pursuant to Section 2.15(a) or (f), and (d) any withholding tax that is attributable to a Lender's failure to comply with Section 2.15(h) or (i); provided that, for the avoidance of doubt, any deduction or withholding under section 349 of the Taxes Act (or any successor provision) for or on account of any Taxes, shall not be an Excluded Tax.

“Existing Debt” means the Funded Debt listed on Schedule 1.01(c).

“Existing Debt Refinancing” means (a) with respect to Existing Debt listed on Part I of Schedule 1.01(c), the redemption, repurchase or other satisfaction and discharge of such Existing Debt or the deposit or placement in escrow of amounts with respect to such redemption with the relevant trustee or holders and (b) with respect to other Existing Debt, the payment in full of all amounts, if any, due or owing under the Existing Debt, the termination of all commitments thereunder and the release and discharge of all guarantees thereof (if any) and all security therefor (if any).

“Existing Letters of Credit” means the letters of credit listed on Schedule 1.01(g).

“Facility” means the LC Facility, a Revolving Facility or a Term Loan Facility, as applicable.

“Federal Funds Effective Rate” means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

“Financial Officer” means the chief financial officer, treasurer or controller of the U.S. Borrower.

“First-Tier Foreign Subsidiary” means any Foreign Subsidiary directly owned by any Loan Party.

“Foreign Borrower” means any Borrower other than the U.S. Borrower.

“Foreign Borrower Cross-Guarantee” means, the Foreign Borrower Cross-Guarantee, substantially in the form of Exhibit H as the same may be amended or supplemented from time to time.

“Foreign Obligations” means all unpaid principal of and accrued and unpaid interest on the Loans made to Foreign Borrowers or LC Disbursements made pursuant to Letters of Credit issued for the account of any Foreign Borrower or on behalf of any of its Subsidiaries, all accrued and unpaid fees (including pursuant to Section 2.10(b) of this Agreement) and all expenses, reimbursements, indemnities and other obligations of the Foreign Borrowers to the Lenders or to any Lender, the Agent, the Issuing Bank or any indemnified party arising under the Loan Documents to which such Foreign Borrower is a party.

“Foreign Pledge Agreement” means each pledge agreement or mortgage executed by any Loan Party in order to grant a security interest to the Agent to secure the Obligations and/or the Foreign Obligations, as applicable.

“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 U.S. Borrower, determined on a consolidated basis in accordance with GAAP.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“Funded Debt” means all Indebtedness of the U.S. Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

“GAAP” means generally accepted accounting principles in the United States of America that are in effect on the Closing Date.

“German Borrowers” shall mean the German-1 Borrower and the German-2 Borrower and “German Borrower” shall mean either one of them.

“German-1 Borrower” has the meaning specified in the preamble to this Agreement.

“German-2 Borrower” has the meaning specified in the preamble to this Agreement.

“German Lending Office” means, with respect to any Lender, the office of such Lender specified as its “German Lending Office” in its Administrative Questionnaire or such other office of such Lender as such Lender may from time to time specify to the U.S. Borrower and the Agent.

“German Qualifying Lender” means (i) a Lender which is (otherwise than by reason of being a Treaty Lender) able to receive interest from that Borrower without any deduction or withholding for or on account of any Indemnified Taxes or Other Taxes imposed by Germany or any of its political subdivisions or (ii) a Treaty Lender.

“German Revolving Available Credit” means, at any time, (a) the then effective German Revolving Commitments minus (b) the aggregate German Revolving Outstandings at such time.

“German Revolving Borrowing” means German Revolving Loans made on the same day by the German Revolving Lenders ratably according to their respective German Revolving Commitments.

“German Revolving Commitment” means, with respect to each German Revolving Lender, the commitment of such German Revolving Lender to make German Revolving Loans in the aggregate principal amount equal to the Dollar Equivalent of the amount set forth opposite such German Revolving Lender’s name on the Commitment Schedule under the caption “German Revolving

Commitment”, as amended to reflect each Assignment and Assumption executed by such German Revolving Lender and as such amount may be reduced pursuant to this Agreement, and “German Revolving Commitments” shall mean the aggregate German Revolving Commitments of all German Revolving Lenders, which amount, initially as of the Closing Date, shall be \$30.0 million.

“German Revolving Facility” means the German Revolving Commitments and the provisions herein related to the German Revolving Loans and, to the extent issued pursuant to the German Revolving Commitments, Revolving Letters of Credit.

“German Revolving Lender” means a Lender with a German Revolving Commitment, in its capacity as such.

“German Revolving Loan” has the meaning specified in Section 2.01(a)(iii).

“German Revolving Outstandings” means, at any particular time, the sum of (a) the Dollar Equivalent of the principal amount of the German Revolving Loans outstanding at such time and (b) the Revolving LC Exposure under the German Revolving Facility at such time.

“German Term Commitment” means with respect to any German Term Lender, the German Term-1 Commitment of such Lender and the German Term-2 Commitment of such German Term Lender.

“German Term-1 Commitment” means, with respect to any German Term Lender, the commitment of such German Term Lender to make German Term-1 Loans to the German-1 Borrower in an aggregate principal amount set forth opposite such Lender’s name on the Commitments Schedule under the caption “German Term-1 Commitment”, and “German Term-1 Commitments” shall mean the aggregate German Term-1 Commitments of all German Term Lenders, which amount, initially as of the Closing Date, shall be 30.0 million.

“German Term-2 Commitment” means, with respect to any German Term Lender, the commitment of such German Term Lender to make German Term-2 Loans to the German-2 Borrower in an aggregate principal amount set forth opposite such Lender’s name on the Commitments Schedule under the caption “German Term-2 Commitment”, and “German Term-2 Commitments” shall mean the aggregate German Term-2 Commitments of all German Term Lenders, which amount, initially as of the Closing Date, shall be 40.0 million.

“German Term Lender” means each Lender that has a German Term Commitment or that holds a German Term Loan.

“German Term Loan” has the meaning specified in Section 2.01(b)(iii).

“German Term-1 Loans” has the meaning specified in Section 2.01(b)(iii).

“German Term-2 Loans” has the meaning specified in Section 2.01(b)(iii).

“German Term Loan Facility” means the German Term Commitments and the provisions herein related to the German Term Loans.

“Governmental Authority” means the government of the United States of America, any other nation, sovereign or government, any state, province or territory or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or

other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“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.

“Guaranteed Obligations” has the meaning assigned to such term in Section 10.01(a).

“Guarantor Percentage” has the meaning assigned to such term in Section 10.10.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated as hazardous or deleterious pursuant to any Environmental Law.

“Hedge Agreement” means any agreement with respect to any Derivative Transaction between the U.S. Borrower or any Restricted Subsidiary and any other Person.

“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.

“Holdings” has the meaning assigned to such term in the preamble to this Agreement.

“Immaterial Subsidiary” means, at any date of determination, any Restricted Subsidiary designated as such in writing by the U.S. Borrower that (i) contributed 2.5% or less of EBITDA of the U.S. Borrower for the most recently ended period of four fiscal quarters for which financial statements have been delivered pursuant to Section 5.01 and (ii) had consolidated assets representing 2.5% or less of Total Assets on the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01. The Immaterial Subsidiaries as of the Closing Date are listed on Schedule 1.01(a).

“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.

“Increased Amount Date” has the meaning assigned to such term in Section 2.19(a).

“incur” has the meaning set forth in Section 6.01(a).

“incurrence” has the meaning set forth in Section 6.01(a).

“Indebtedness” means, with respect to any Person, (a) any indebtedness (including principal and premium) of such Person, whether or not contingent (i) in respect of borrowed money, (ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers’ acceptances (or, without duplication, reimbursement agreements in respect thereof), (iii) 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, (iv) advances under, or in respect of Receivables Facilities or Business Securitization Facility or (v) 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 another 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 another Person secured by a Lien on any asset owned by such Person, whether or not such obligations are assumed by such 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 Contingent Obligations incurred in the ordinary course of business with respect to obligations not constituting Indebtedness.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Independent Financial Advisor” means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the U.S. Borrower, qualified to perform the task for which it has been engaged and that is independent of the U.S. Borrower and its Affiliates.

“Information” has the meaning set forth in Section 3.13(a).

“Information Memorandum” means the Confidential Information Memorandum dated January 2007, relating to the U.S. Borrower and the Transactions.

“Interbank Rate” means, for any period, (i) in respect of Loans denominated in Dollars, the Federal Funds Rate and (ii) in respect of Loans denominated in any other currency, the Agent’s cost of funds (as reasonably determined by the Agent) for such period.

“Interest Charges” means, with respect to any Person for any period, the sum of (a) Consolidated Interest Expense of such Person for such period, (b) the consolidated amount of all cash dividend payments (excluding items eliminated in consolidation) on any series of Preferred Stock (including any dividends paid to any direct or indirect parent company of the U.S. Borrower in order to permit the payment of dividends by such parent company on its Designated Preferred Stock) paid by such Person and its Restricted Subsidiaries during such period, and (c) the consolidated amount of all cash dividend payments (excluding items eliminated in consolidation) by such Person and its Restricted Subsidiaries on any series of Disqualified Stock made during such period.

“Interest Coverage Ratio” means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Interest Charges of such Person for such period. In the event that the U.S. Borrower 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 Interest Coverage Ratio is being calculated but prior to or simultaneously with the event for which the calculation of the Interest Coverage Ratio is made (the “Calculation Date”), then the Interest 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”).

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 U.S. Borrower 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 Interest Charges and the change in EBITDA resulting therefrom) had occurred on the first day of the reference period; provided that no such pro forma adjustment to EBITDA shall be made in respect of any such transaction to the extent the aggregate consideration in connection therewith was less than \$10.0 million for 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 U.S. Borrower 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 Interest 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 (subject to the threshold specified in the previous sentence).

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 U.S. Borrower. 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 Financial Officer of the U.S. Borrower 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 U.S. Borrower may designate.

“Interest Election Request” means a request by a Borrower to convert or continue a Borrowing in accordance with Section 2.12.

“Interest Period” means (a) in the case of any Eurocurrency Rate Loan or LC Facility Deposit, the applicable Eurocurrency Interest Period and (b) in the case of any BA Rate Loan, the applicable BA Interest Period.

“Internally Generated Funds” shall mean any amount expended by the U.S. Borrower and its Restricted Subsidiaries and not representing (i) a reinvestment by the U.S. Borrower or any Restricted Subsidiaries of the Net Cash Proceeds of any Disposition outside the ordinary course of business or Casualty Event, (ii) the proceeds of any issuance of Indebtedness of the U.S. Borrower or any Restricted

Subsidiary (other than Indebtedness under any revolving credit facility) or (iii) any credit received by the U.S. Borrower or any Restricted Subsidiary with respect to any trade in of property for substantially similar property or any “like kind exchange” of assets.

“Investment Grade Securities” means (a) 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), (b) 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 U.S. Borrower and its subsidiaries, (c) investments in any fund that invests exclusively in investments of the type described in clauses (a) and (b), which fund may also hold immaterial amounts of cash pending investment or distribution and (d) corresponding instruments in countries other than the United States of America customarily utilized for high quality investments, in each case, consistent with the U.S. Borrower’ s cash management and investment practices.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of guarantees, loans or advances of money or capital contributions to such Person (but excluding any such loan, advance or capital contribution arising in the ordinary course of business and having a term not exceeding 364 days and furthermore excluding, for the avoidance of doubt, any extensions of trade credit in the ordinary course of business) or purchases or other acquisitions of stocks, bonds, debentures, notes or similar securities issued by such Person. For purposes of the definition of “Unrestricted Subsidiary” and Section 6.07, (a) “Investments” shall include the portion (proportionate to the U.S. Borrower’ s equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the U.S. Borrower at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided that upon a redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary, the U.S. Borrower shall be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary in an amount (if positive) equal to (i) the U.S. Borrower’ s “Investment” in such Subsidiary at the time of such redesignation, less (ii) the portion (proportionate to the U.S. Borrower’ 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 (b) 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 U.S. Borrower. 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 any Loan Party of the obligations of a primary obligor in favor of a Loan Party shall be deemed to be an Investment by a Loan Party in another Loan Party.

“Irish Borrower” has the meaning specified in the preamble to this Agreement.

“Irish Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Irish Lending Office” in its Administrative Questionnaire or such other office of such Lender as such Lender may from time to time specify to the U.S. Borrower and the Agent.

“Irish Qualifying Lender” means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under this Agreement and is:

(a) a bank which is licensed, pursuant to Section 9 of the Central Bank Act 1971 of Ireland, to carry on banking business in Ireland and whose Applicable Lending Office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA; or

(b) a building society within the meaning of Section 256(1) of TCA whose Applicable Lending Office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA; or

(c) an authorised credit institution under the terms of the European Union Consolidation Directive (formerly the First European Union Banking Co-Ordination Directive and the Second European Union Banking Co-Ordination Directive) and has duly established a branch in Ireland or has made all necessary notifications to its home state competent authorities required thereunder in relation to its intention to carry on banking business in Ireland and such financial institution is recognised by the Revenue Commissioners in Ireland as carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA and has its Applicable Lending Office located in Ireland; or

(d) a company resident for tax purposes in a country with which Ireland has entered into a Treaty or resident in a member state of the European Communities (other than Ireland) provided if such person is a company, such company does not provide its commitment through a branch or agency in Ireland; or

(e) a body corporate which advances money in the ordinary course of a trade which includes the lending of money, and whose Applicable Lending Office is located in Ireland, the interest is taken into account in computing the trading income of such a person; and which has complied with the notification requirements under Section 246(5) of TCA; or

(f) a person in respect of which an authorisation granted and not revoked by the Revenue Commissioners of Ireland is subsisting on each interest payment date entitling any Borrower to pay such person interest without deduction of income tax, by virtue of an applicable Treaty between Ireland and the country in which such person is resident for the purposes of such treaty, where such double taxation treaty specifies that no withholding tax is to be made on interest provided such person does not provide its commitment through a branch or agency in Ireland; or

(g) a qualifying company within the meaning of Section 110 of TCA.

“Irish Revolving Available Credit” means, at any time, (a) the then effective aggregate Irish Revolving Commitments minus (b) the aggregate Irish Revolving Outstandings at such time.

“Irish Revolving Borrowing” means Irish Revolving Loans made on the same day by the Irish Revolving Lenders ratably according to their respective Irish Revolving Commitments.

“Irish Revolving Commitment” means, with respect to each Irish Revolving Lender, the commitment of such Lender to make Irish Revolving Loans in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “Irish Revolving Commitment,” as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “Irish Revolving Commitments” shall mean the aggregate Irish Revolving Commitments of all Irish Revolving Lenders, which amount, initially as of the Closing Date, shall be \$20.0 million.

“Irish Revolving Facility” means the Irish Revolving Commitments and the provisions herein related to the Irish Revolving Loans and, to the extent issued pursuant to the Irish Revolving Commitments, Revolving Letters of Credit.

“Irish Revolving Lender” means each Lender having an Irish Revolving Commitment.

“Irish Revolving Loan” has the meaning specified in Section 2.01(a)(v).

“Irish Revolving Outstandings” means, at any particular time, the sum of (a) the Dollar Equivalent of the aggregate principal amount of the Irish Revolving Loans outstanding at such time and (b) the Revolving LC Exposure under the Irish Revolving Facility at such time.

“Irish Tax Confirmation” means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under this Agreement is either:

(a) a bank which is licensed, pursuant to Section 9 of the Central Bank Act 1971 of Ireland, to carry on banking business in Ireland and whose Applicable Lending Office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA; or

(b) a building society within the meaning of Section 256(1) of TCA whose Applicable Lending Office is located in Ireland and which is carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA; or

(c) an authorised credit institution under the terms of the European Union Consolidation Directive (formerly the First European Union Banking Co-Ordination Directive and the Second European Union Banking Co-Ordination Directive) and has duly established a branch in Ireland or has made all necessary notifications to its home state competent authorities required thereunder in relation to its intention to carry on banking business in Ireland and such financial institution is recognised by the Revenue Commissioners in Ireland as carrying on a bona fide banking business in Ireland for the purposes of Section 246(3) of TCA and has its Applicable Lending Office located in Ireland; or

(d) a company resident for tax purposes in a country with which Ireland has entered into a Treaty or resident in a member state of the European Communities (other than Ireland) provided if such person is a company, such company does not provide its commitment through a branch or agency in Ireland; or

(e) a body corporate which advances money in the ordinary course of a trade which includes the lending of money, and whose Applicable Lending Office is located in Ireland, the interest is taken into account in computing the trading income of such a person; and which has complied with the notification requirements under Section 246(5) of TCA; or

(f) a person in respect of which an authorisation granted and not revoked by the Revenue Commissioners of Ireland is subsisting on each interest payment date entitling any Borrower to pay such person interest without deduction of income tax, by virtue of an applicable Treaty between Ireland and the country in which such person is resident for the purposes of such treaty, where such double taxation treaty specifies that no withholding tax is to be made on interest provided such person does not provide its commitment through a branch or agency in Ireland; or

(g) a qualifying company within the meaning of Section 110 of TCA.

“Irish Term Commitment” means, with respect to any Irish Term Lender, the commitment of such Irish Term Lender to make Irish Term Loans to the Irish Borrower in the aggregate principal

amount for all such Loans set forth opposite such Lender's name on the Commitment Schedule under the caption "Irish Term Commitment", and "Irish Term Commitments" shall mean the aggregate Irish Term Commitments of all Irish Term Lenders, which amount, initially as of the Closing Date, shall be 44.0 million.

"Irish Term Lender" means each Lender that has an Irish Term Commitment or that holds an Irish Term Loan.

"Irish Term Loan" has the meaning specified in Section 2.01(b)(iv).

"Irish Term Loan Facility" means the Irish Term Commitments and the provisions herein related to the Irish Term Loans.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

"Issuing Bank" means (i) with respect to standby Revolving Letters of Credit, Citibank, N.A., (ii) with respect to commercial Revolving Letters of Credit denominated in Dollars (but not in any other currency), Wachovia Bank, N.A., (iii) solely with respect to Existing Letters of Credit that are Revolving Letters of Credit, JPMorgan Chase Bank, N.A., in each case, in its capacity as an issuer of Revolving Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.04(i)(i), and any other Revolving Lender approved by the Agent and the U.S. Borrower (such approvals not to be unreasonably withheld) which has agreed to act as an Issuing Bank hereunder. Each Issuing Bank may, in its discretion, arrange for one or more Revolving Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Revolving Letters of Credit issued by such Affiliate and, except as otherwise agreed to by such Issuing Bank, all payments required to be made to such Issuing Bank hereunder with respect to Revolving Letters of Credit issued by such Issuing Bank shall instead be made to the Affiliate that issued such Letter of Credit.

"Joinder Agreement" has the meaning assigned to such term in Section 5.11.

"Joint Lead Arrangers" means Goldman Sachs Credit Partners L.P. and J.P. Morgan Securities Inc.

"Judgment Currency" has the meaning specified in Section 9.09(f).

"Junior Capital" shall mean (i) any common or preferred Capital Stock of Holdings or the U.S. Borrower that does not (a) provide for scheduled payments of dividends in cash prior to the date that is 91 days after the Term Loan Maturity Date, or (b) become mandatorily redeemable pursuant to a sinking fund obligation or otherwise prior to the date that is 91 days after the Term Loan Maturity Date and (ii) Indebtedness of Holdings or the U.S. Borrower that (a) is unsecured, (b) is expressly subordinated to the prior payment in full in cash of the obligations of Holdings or the U.S. Borrower, as the case may be, hereunder on terms reasonably satisfactory to the Joint Lead Arrangers and the Agent, (c) has a final maturity date that is not earlier than, and provides for no scheduled payments of principal or mandatory redemption obligations prior to, the date that is 91 days after the Term Loan Maturity Date, (d) in the case of Indebtedness, provides for payments of interest solely in-kind until the date that is 91 days after the Term Loan Maturity Date, and (e) in the case of Indebtedness of the U.S. Borrower, such Indebtedness is issued exclusively to, and held exclusively by, Holdings.

“LC Disbursement” means a Revolving LC Disbursement or an LC Facility LC Disbursement.

“LC Facility” means the LC Facility Commitments, the LC Facility Deposits and the provisions hereof relating to LC Facility Letters of Credit.

“LC Facility Agent” means JPMorgan Chase Bank, N.A., in its capacity as the holder of the LC Facility Deposits and its successors.

“LC Facility Availability Period” means the period from and including the Closing Date to but excluding the earliest of (i) five Business Days prior to the LC Facility Maturity Date and (ii) the date on which all of the LC Facility Deposits are returned to the LC Facility Lenders.

“LC Facility Commitment” means, with respect to any LC Facility Lender, the commitment of such LC Facility Lender to make an LC Facility Deposit in an aggregate amount set forth opposite such Lender’s name on the Commitments Schedule under the caption “LC Facility Commitment”, and “LC Facility Commitments” shall mean the aggregate LC Facility Commitments of all LC Facility Lenders, which amount, initially as of the Closing Date, shall be \$250.0 million.

“LC Facility Deposits” means the cash deposits made by the LC Facility Lenders with the LC Facility Agent pursuant to Section 2.01(c), as such deposits may be reduced from time to time pursuant to the terms of this Agreement.

“LC Facility Issuing Bank” has the meaning assigned to such term in the preamble to this Agreement and its successors in such capacity as provided in Section 2.04(i)(ii), and any other Revolving Lender approved by the Agent and the U.S. Borrower (such approvals not to be unreasonably withheld). Each LC Facility Issuing Bank may, in its discretion, arrange for one or more LC Facility Letters of Credit to be issued by Affiliates of such LC Facility Issuing Bank, in which case the term “LC Facility Issuing Bank” shall include any such Affiliate with respect to LC Facility Letters of Credit issued by such Affiliate.

“LC Facility LC Disbursement” means any payment made by the LC Facility Issuing Bank pursuant to an LC Facility Letter of Credit.

“LC Facility LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of the outstanding LC Facility Letters of Credit at such time plus (b) the aggregate amount of all LC Facility LC Disbursements that have not yet been reimbursed by or on behalf of the U.S. Borrower at such time. The LC Facility LC Exposure of any LC Facility Lender at any time shall be its Ratable Portion of the total LC Facility LC Exposure at such time.

“LC Facility LC Fees” has the meaning assigned to such term in Section 2.10(c).

“LC Facility Lender” means a Lender having an LC Facility Participation.

“LC Facility Letter of Credit” means, at any time, a Letter of Credit issued by the LC Facility Issuing Bank pursuant to Section 2.04(a)(i) and shall include the Existing Letters of Credit that are denominated in Dollars. All LC Facility Letters of Credit shall be standby letters of credit.

“LC Facility Maturity Date” means January 26, 2014.

“LC Facility Participations” means the obligations and agreements of the LC Facility Lenders under Section 2.04(d)(ii). The amount of the LC Facility Participation of each LC Facility Lender shall initially be its LC Facility Commitment, as such amount may be (a) reduced from time to time pursuant to Section 2.11 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04.

“Lenders” means the Swingline Lenders and the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to Section 2.19 or an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

“Letter of Credit” means any Revolving Letter of Credit or any LC Facility Letter of Credit.

“LIBOR Rate” means, with respect to any Eurocurrency Interest Period, (a) the rate per annum determined by the Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the commencement of such Eurocurrency Interest Period (or, if different, the date on which quotations would customarily be provided by leading banks in the London Interbank Market for deposits of amounts in the relevant currency for delivery on the first day of such Eurocurrency Interest Period) by reference to the applicable Screen Rate for deposits in Dollars, Sterling or Yen, as applicable (as set forth by any service selected by the Agent that has been nominated by the British Bankers’ Association as an authorized information vendor for the purpose of displaying such rates), for a period equal to such Interest Period; provided that, to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the “LIBOR Rate” shall be the interest rate per annum determined by the Agent to be the average of the rates per annum at which deposits in Dollars, Sterling or Yen, as applicable, are offered for such relevant Eurocurrency Interest Period to major banks in the London interbank market in London, England by the Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the beginning of such Eurocurrency Interest Period.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest 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 UCC (or equivalent statutes) of any jurisdiction; provided that in no event shall an operating lease be deemed to constitute a Lien.

“Loan Documents” means this Agreement, any promissory notes issued pursuant to this Agreement, the Collateral Documents and the Foreign Borrower Cross-Guarantee. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto.

“Loan Guarantor” means each Loan Party (other than the U.S. Borrower).

“Loan Guaranty” means Article X of this Agreement.

“Loan Parties” means Holdings, the U.S. Borrower, each of the Domestic Subsidiaries of the U.S. Borrower (other than subject to compliance with Section 5.11, (i) any Domestic Subsidiary that is an Immaterial Subsidiary, (ii) any Receivables Subsidiary or (iii) any Business Securitization Subsidiary), and any other Person who becomes a party to this Agreement as a Loan Party pursuant to a Joinder Agreement, and their respective successors and assigns. For the avoidance of doubt, the term “Loan Parties” shall not include any Foreign Borrower or any of its Subsidiaries.

“Loans” means, collectively, the Revolving Loans, Swingline Loans and Term Loans made pursuant to this Agreement.

“Long Term Interest Bearing Receivables” means any interest bearing receivable that is considered long-term debt (*Dauerschuld*) in accordance with the principles set forth in § 8 no. 1 of the German Trade Tax Act (*Gewerbsteuergesetz*) and sections 45 and 46 of the German Trade Tax Regulations (*Gewerbsteuerrichtlinien*) to be applied *mutatis mutandis* in accordance with marginal notes (*Textziffern*) 20 and 37 of the decree issued by the German Federal Ministry of Finance on 15 July 2004 (IV - A2 - S2742a - 20/04, BStBl. I 2004, 593).

“Loss Sharing Agreement” means the Loss Sharing Agreement, dated as of the Closing Date among the Lenders (it being understood that no Loan Party and no Borrower is a party to such agreement), as the same may be amended or supplemented from time to time.

“Management Stockholders” means the members of management and their Controlled Investment Affiliates of the U.S. Borrower or its direct or indirect parent (but excluding the Co-Investors) who are holders of Equity Interests of any direct or indirect parent company of the U.S. Borrower on the Closing Date or will become holders of such Equity Interests in connection with the Transactions.

“Mandatory Costs” means, with respect to a Loan or other unpaid sum under the German Term Loan Facility, the Irish Term Loan Facility, the U.K. Term Loan Facility, the German Revolving Facility, the Irish Revolving Facility or the U.K. Revolving Facility, the rate per annum notified by any Lender to the Agent to be the cost to that Lender of compliance with all reserve asset, liquidity or cash margin or other like requirements of the Bank of England, the Financial Services Authority, the Irish Financial Services Regulatory Authority or the European Central Bank and which shall be determined in accordance with Schedule 1.01(f).

“Margin Stock” shall have the meaning assigned to such term in Regulation U.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, operations or financial condition of the U.S. Borrower and the Restricted Subsidiaries taken as a whole, (b) the ability of the Borrowers and the other Loan Parties (taken as a whole) to perform their obligations under the Loan Documents or (c) the rights of, or remedies available to the Agent or the Lenders under, the Loan Documents.

“Material Indebtedness” means Indebtedness (other than the Loans), or obligations in respect of one or more Hedge Agreements, of any one or more of the U.S. Borrower and the Restricted Subsidiaries in an aggregate principal amount exceeding \$100.0 million. For purposes of determining Material Indebtedness, the “obligations” of the U.S. Borrower or any Restricted Subsidiary in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the U.S. Borrower or such Restricted Subsidiary would be required to pay if such Hedge Agreement were terminated at such time.

“Maximum Liability” has the meaning assigned to such term in Section 10.09.

“Merger” has the meaning assigned to such term in the introductory statement to this Agreement.

“Merger Agreement” means the Agreement and Plan of Merger dated as of August 8, 2006, among Holdings, Merger Sub and ARAMARK, as amended from time to time.

“Merger Consideration” has the meaning assigned to such term in the introductory statement to this Agreement.

“Merger Sub” has the meaning assigned to such term in the preamble to this Agreement.

“Minimum Currency Threshold” means (i) in the case of Base Rate Loans, \$2.0 million or an integral multiple of \$1.0 million in excess thereof, (ii) in the case of Eurocurrency Rate Loans denominated in Dollars, \$5.0 million or an integral multiple of \$1.0 million in excess thereof, (iii) in the case of Loans denominated in Euro, 2.0 million or an integral multiple of 1.0 million in excess thereof, (iv) in the case of Loans denominated in Sterling, £1.0 million or an integral multiple of £500,000 in excess thereof, (v) in the case of Loans denominated in Canadian Dollars, C\$1.0 million or an integral multiple of C\$1.0 million in excess thereof and (vi) in the case of Loans denominated in Yen, ¥100.0 million or an integral multiple of ¥100.0 million in excess thereof.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgaged Properties” means, initially, the owned real properties of the Loan Parties specified on Schedule 1.01(b), and shall include each other parcel of real property and improvements thereto with respect to which a Mortgage is granted pursuant to Section 5.11.

“Mortgages” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Agent, for the benefit of the Agent and the other Secured Parties, on fee-owned real property of a Loan Party, including any amendment, modification or supplement thereto.

“Multiemployer Plan” means a multiemployer plan as defined in Section 3(37) or 4001(a)(3) of ERISA.

“Net Cash Proceeds” shall mean, with respect to any Prepayment Event, (a) the gross cash proceeds (including payments from time to time in respect of installment obligations, if applicable) as and when actually received by or freely transferable for the account of the U.S. Borrower or any of the Restricted Subsidiaries in respect of such Prepayment Event, less (b) the sum of:

(i) the amount, if any, of all taxes paid or estimated to be payable by the U.S. Borrower or any of the Restricted Subsidiaries in connection with such Prepayment Event,

(ii) the amount of any reasonable reserve established in accordance with GAAP in respect of (A) the sale price of the assets that are the subject of an Asset Sale Prepayment Event (including in respect of working capital adjustments or an evaluation of such assets) or (B) any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) associated with the assets that are the subject of such Prepayment Event and (y) retained by the U.S. Borrower or any of the Restricted Subsidiaries, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction; provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any purchase price adjustments or such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction,

(iii) the principal amount, premium or penalty, if any, interest and other amounts payable on or in respect of any Indebtedness secured by a Lien on the assets that are the subject of such Prepayment Event (other than Indebtedness under this Agreement) to the extent that such

Indebtedness is or, under the instrument creating or evidencing such Indebtedness, is required to be repaid upon consummation of such Prepayment Event,

(iv) in the case of any Asset Sale Prepayment Event or Casualty Event, the amount of any proceeds of such Prepayment Event that the U.S. Borrower or any Restricted Subsidiary has reinvested (or intends to reinvest within the Reinvestment Period) in the business of the U.S. Borrower or any of the Restricted Subsidiaries; provided that any portion of such proceeds that has not been so reinvested within such Reinvestment Period (with respect to such Prepayment Event, the “Deferred Net Cash Proceeds”) shall (x) be deemed to be Net Cash Proceeds of an Asset Sale Prepayment Event or Casualty Event occurring on the last day of such Reinvestment Period, and (y) be applied to the repayment of Term Loans in accordance with Section 2.09(b); and

(v) the reasonable out-of-pocket fees and expenses actually incurred in connection with such Prepayment Event.

“Net Daily Amount” has the meaning specified in Section 2.04(b).

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

“New Commitments” has the meaning assigned thereto in Section 2.19(a).

“New LC Facility Commitments” has the meaning assigned thereto in Section 2.19(a).

“New LC Facility Deposit” has the meaning assigned thereto in Section 2.19(d).

“New LC Facility Lender” has the meaning assigned thereto in Section 2.19(d).

“New Lender” means each Lender providing a New Commitment.

“New Revolving Commitments” has the meaning assigned thereto in Section 2.19(a).

“New Revolving Facility” has the meaning assigned thereto in Section 2.19(a).

“New Revolving Lender” has the meaning assigned thereto in Section 2.19(b).

“New Revolving Loan” has the meaning assigned thereto in Section 2.19(b).

“New Term Commitments” has the meaning assigned thereto in Section 2.19(a).

“New Term Loan” has the meaning assigned thereto in Section 2.19(c).

“New Term Loan Lender” has the meaning assigned thereto in Section 2.19(c).

“Non-Consenting Lender” has the meaning assigned to such term in Section 9.02(e).

“Non-Funding Lender” has the meaning provided in Section 2.02(e).

“Non-Paying Guarantor” has the meaning assigned to such term in Section 10.10.

“Non-U.S. Lender” means a Person that is not a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“Notice of Intent to Cure” has the meaning assigned to such term in Section 5.01(c).

“Obligated Party” has the meaning assigned to such term in Section 10.02.

“Obligations” means the Domestic Obligations and the Foreign Obligations.

“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 U.S. Borrower.

“Officers’ Certificate” means a certificate signed on behalf of the U.S. Borrower by two Officers of the U.S. Borrower, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the U.S. Borrower.

“Other Information” has the meaning assigned to such term in Section 3.13(b).

“Other Taxes” means any and all present or future stamp, registration or documentary taxes or any other excise or property taxes, charges or similar levies or Taxes arising from any payment made or required to be made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement and any interest, penalties or additions to tax related thereto.

“Participant” has the meaning assigned to such term in Section 9.04(c).

“Participant Register” has the meaning assigned to such term in Section 9.04(c).

“Paying Guarantor” has the meaning assigned to such term in Section 10.10.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“Perfection Certificate” means a certificate in the form of Exhibit I to the Security Agreement or any other form approved by the Agent.

“Permitted Business” means any business conducted by the U.S. Borrower or any of its Restricted Subsidiaries that is not in contravention of Section 6.13.

“Permitted Capital Expenditure Amount” has the meaning provided in Section 6.11(b).

“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 U.S. Borrower or any of its direct or indirect parent companies.

“Permitted Investments” means:

(a) any Investment (i) by the U.S. Borrower or any Subsidiary Guarantor in the U.S. Borrower or any Subsidiary Guarantor, (ii) by any Restricted Subsidiary that is not a Subsidiary Guarantor in any other Restricted Subsidiary that is not a Subsidiary Guarantor, (iii) arising as a result of any transfers of cash or marketable securities among the U.S. Borrower and the Restricted

Subsidiaries and (iv) by any Restricted Subsidiary that is not a Subsidiary Guarantor in the U.S. Borrower or any Subsidiary Guarantor (so long as no Capital Stock of any Subsidiary Guarantor is transferred to a Restricted Subsidiary that is not a Subsidiary Guarantor in connection with such Investment);

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

(c)(i) any Investment of cash and marketable securities by the U.S. Borrower or any Restricted Subsidiary in any Person (or in exchange for the Equity Interests of such Person) if as a result of such Investment (A) such Person becomes a Restricted Subsidiary or, (B) 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 U.S. Borrower or a Restricted Subsidiary; (ii) any Investment held by such Person and not acquired by such Person in contemplation of such acquisition, merger consolidation or transfer; and (iii) any Investment of cash and marketable securities by the U.S. Borrower or any Restricted Subsidiary in exchange for all or any portion of a business if, as a result of such Investment, the assets acquired thereby become owned by the U.S. Borrower or any Restricted Subsidiary; provided that the requirement that such Investment be in the form of cash and marketable securities under this clause (c) shall not apply to (i) Investments in Persons that become Subsidiary Guarantors or are merged, consolidated or amalgamated with or liquidated into, or transfer or convey substantially all of their assets to, the U.S. Borrower or a Subsidiary Guarantor, and (ii) Investments by Restricted Subsidiaries that are not Subsidiary Guarantors in Persons that become Restricted Subsidiaries that are not Subsidiary Guarantors or are merged, consolidated with or liquidated into, or transfer or convey all or substantially all of their assets to, a Restricted Subsidiary that is not a Subsidiary Guarantor.

(d) any Investment in securities or other assets not constituting cash, Cash Equivalents or Investment Grade Securities and received in connection with a Disposition made pursuant to Section 6.06;

(e) any Investment existing on the Closing Date or made pursuant to legally binding written commitments in existence on the Closing 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 U.S. Borrower or any Restricted Subsidiary (i) in exchange for any other Investment or accounts receivable held by the U.S. Borrower 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, (ii) in satisfaction of judgments against other Persons or (iii) as a result of a foreclosure by the U.S. Borrower or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any Investment in default;

(h) Hedging Obligations permitted under Section 6.01(b)(xii);

(i) loans and advances to officers, directors and employees (i) 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 (ii) to fund such Person's purchase of Equity Interests of the U.S. Borrower or any direct or indirect parent company thereof under compensation plans approved by the Board of Directors of the U.S. Borrower or the compensation

committee thereof in good faith; provided that to the extent that the net proceeds of any such purchase is made to any direct or indirect parent of the U.S. Borrower, such net proceeds are contributed to the U.S. Borrower;

(j) Investments the payment for which consists of Equity Interests of Holdings, or any of its direct or indirect parent companies;

(k)(i) performance guarantees in the ordinary course of business, (ii) guarantees expressly permitted under Section 6.01(b)(xiv) and (iii) guarantees of obligations of the U.S. Borrower or any Restricted Subsidiary to any employee benefit plan of the U.S. Borrower and its Restricted Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary of any such plan;

(l) 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 in the ordinary course of business;

(m) Investments consisting of purchases and acquisitions of assets or services in the ordinary course of business;

(n) Investments made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts;

(o) Investments in, and solely to the extent contemplated by the organizational documents (as in existence on the Closing Date) of, joint ventures to which the U.S. Borrower or its Restricted Subsidiaries are a party on the Closing Date;

(p) customary Investments relating to a Receivables Facility or Business Securitization Facility;

(q) Investments out of the Applicable Amount; provided that no Investment in any Unrestricted Subsidiary shall be permitted pursuant to this clause (q) unless at the time of the making of such Investment, the U.S. Borrower would have been permitted to make a Restricted Payment in the amount of such Investment in reliance on Section 6.04(i);

(r) Investments out of Excluded Contributions;

(s) any transaction to the extent it constitutes an Investment that is permitted under Section 6.04 or is made in accordance with the provisions of Section 6.05(b) (other than any transaction set forth in clauses (i), (v) and (xiv) of Section 6.05(b));

(t) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (t) that are at that time outstanding, not to exceed an amount equal to the greater of (x) \$500.0 million and (y) 5.0% of Total Assets (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 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 (t) shall not exceed the greater of (x) \$250.0 million and (y) 2.5% of Total Assets; and

(u) Investments in an amount (when taken together with all Restricted Payments made in reliance on Section 6.04(xii)) not to exceed the greater of (x) \$200.0 million and (y) 2.0% of Total Assets.

“Permitted Liens” means, with respect to any Person:

(a)(i) Liens on accounts, payment intangibles and related assets to secure any Receivables Facility, (ii) Liens on the assets of a Business Securitization Subsidiary securing its obligations under any Business Securitization Facility and (iii) Liens arising under the Loan Documents;

(b) 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;

(c) 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 thirty (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;

(d) Liens for taxes, assessments or other governmental charges or claims not yet overdue for a period of more than thirty (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;

(e) 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;

(f) 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;

(g) Liens existing on the Closing Date; provided that any Lien securing Funded Indebtedness in excess of (x) \$75.0 million individually or (y) \$100.0 million in the aggregate (when taken together with all other Liens securing obligations outstanding in reliance on this clause (g) that are not listed on Schedule 6.02) shall only be permitted to the extent such Lien is listed on Schedule 6.02;

(h) Liens on property of a Person at the time such Person becomes a Restricted Subsidiary; provided that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a Restricted Subsidiary; provided, further, that such Liens may not extend to any other property owned by the U.S. Borrower or any Restricted Subsidiary;

(i) Liens on property at the time the U.S. Borrower or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the U.S. Borrower 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 U.S. Borrower or any Restricted Subsidiary;

(j) Liens securing Indebtedness or other obligations of the U.S. Borrower or a Restricted Subsidiary owing to the U.S. Borrower or another Restricted Subsidiary permitted to be incurred in accordance with clause (ix) or (x) of Section 6.01(b);

(k) 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;

(l) leases, subleases, licenses and sublicenses granted to others in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of the U.S. Borrower or any of the Restricted Subsidiaries and do not secure any Indebtedness;

(m) Liens arising from financing statement filings under the UCC or similar state or provincial laws regarding operating leases entered into by the U.S. Borrower and its Restricted Subsidiaries in the ordinary course of business;

(n) Liens in favor of the U.S. Borrower or any Subsidiary Guarantor;

(o) Liens on inventory or equipment of the U.S. Borrower or any Restricted Subsidiary granted in the ordinary course of business to the U.S. Borrower's or such Restricted Subsidiary's client at which such inventory or equipment is located;

(p) 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 clauses (g), (h), (i) and (q) of this definition; 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 any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (g), (h), (i) and (q) of this definition at the time the original Lien became a Permitted Lien pursuant this Agreement, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(q) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(vi), (b)(xix), (b)(xxi) and (b)(xxii); provided that (A) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(vi) do not at any time encumber any property other than the property financed by such Indebtedness and the proceeds and the products thereof,

(B) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(xix) extend only to the assets of Foreign Subsidiaries, (C) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(xxi) only extend to the property Disposed of in the applicable Sale and Lease-Back Transaction and (D) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(xxii) are solely on acquired property or the assets (including any acquired Equity Interests) of the Acquired Entity or Business, as the case may be;

(r) deposits in the ordinary course of business to secure liability to insurance carriers;

(s) Liens securing judgments for the payment of money not constituting an Event of Default under clause (h) of Section 7.01, 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 and have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(t) 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;

(u) Liens (i) of a collection bank arising under Section 4-210 of the UCC 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 setoff) and which are within the general parameters customary in the banking industry;

(v) Liens that are contractual rights of setoff (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 U.S. Borrower or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the U.S. Borrower and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the U.S. Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(w) 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;

(x) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 6.01; provided that such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreement;

(y) Liens on the assets of any Foreign Subsidiary of ARAMARK BVI Limited (or any successor thereto) related to the U.S. Borrower's Chilean operations, including, without limitation, Central de Restaurantes ARAMARK Ltda. securing Indebtedness permitted to be incurred pursuant to Section 6.01(b)(xxiv);

(z) other Liens securing obligations in an aggregate amount not to exceed the greater of (x) \$100.0 million and (y) 1% of Total Assets at any one time outstanding; and

(aa) Liens on the assets of Foreign Subsidiaries securing Hedging Obligations entered into by such Foreign Subsidiaries that are permitted by Section 6.01(b)(xii) and that do not constitute Secured Obligations.

“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.

“Plan” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the U.S. Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Preferred Stock” means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

“Prepayment Event” shall mean any Asset Sale Prepayment Event, Debt Incurrence Prepayment Event or Casualty Event.

“Prime Rate” means the rate of interest per annum determined from time to time by the Agent as its prime rate in effect at its principal office in New York City and notified to the U.S. Borrower.

“Principal Properties” shall have the meaning given such term by the Security Agreement.

“Projections” means the projections of the U.S. Borrower and the Restricted Subsidiaries included in the Information Memorandum and any other projections and any forward-looking statements of such entities furnished to the Lenders or the Agent by or on behalf of Holdings, the U.S. Borrower or any of the Subsidiaries prior to the Closing Date.

“Qualified Proceeds” means assets that are used or useful in a Permitted Business; provided that the fair market value of any such assets shall be determined by the U.S. Borrower in good faith.

“Qualifying IPO” means the issuance by Holdings, any direct or indirect parent of Holdings of its common Equity Interests in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

“Qualifying Lender” means an Irish Qualifying Lender, a German Qualifying Lender or a U.K. Qualifying Lender.

“Ratable Portion” means, (i) with respect to any Revolving Lender under any Revolving Facility, the percentage obtained by dividing the amount of Revolving Commitments of such Revolving Lender under such Revolving Facility by the aggregate amount of Revolving Commitments of all Revolving Lenders under such Revolving Facility (or if the Revolving Commitments under such Revolving Facility have been terminated, the percentage obtained by dividing the Revolving Loans outstanding of such Revolving Lender under such Revolving Facility by the Revolving Loans outstanding of all Revolving Lenders under such Revolving Facility), (ii) with respect to any Term Loan Lender under any Term Loan Facility, the percentage obtained by dividing the amount of Term Loans held by such Term Loan Lender under such Term Loan Facility by the aggregate amount of Term Loans of all Term Loan Lenders under

such Term Loan Facility and (iii) with respect to any LC Facility Lender, the percentage obtained by dividing the amount of such LC Facility Lender's LC Facility Participation by the aggregate amount of LC Facility Participations of all LC Facility Lenders.

“Receivables Facility” means the receivables facility established for ARAMARK Receivables, LLC pursuant to the amended and restated Receivables Purchase Agreement, dated as of the Closing Date, among ARAMARK Receivables, LLC and the other parties thereto and one or more additional receivables financing facilities, in each case, 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 Receivables Facility Undertakings) to the U.S. Borrower and its Restricted Subsidiaries, other than any Receivables Subsidiary, pursuant to which the U.S. Borrower or any of its Restricted Subsidiaries sells its accounts, payment intangibles and related assets to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts, payment intangibles and related assets to a Person that is not a Restricted Subsidiary.

“Receivables Facility Repurchase Obligation” means any obligation of the U.S. Borrower or a Restricted Subsidiary that is a seller of assets in a Receivables Facility to repurchase the assets it sold thereunder as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“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.

“Refinancing Indebtedness” has the meaning assigned to such term in Section 6.01(b)(xv).

“Register” has the meaning assigned to such term in Section 9.04(b)(iv).

“Registration Rights Agreement” means the Registration Rights Agreement relating to the Senior Notes, dated as of the Closing Date, among the U.S. Borrower, each Subsidiary Guarantor, Goldman Sachs & Co., J.P. Morgan Securities Inc. and the other initial purchasers named therein.

“Regulation T” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Reinvestment Period” shall mean 15 months following the date of an Asset Sale Prepayment Event or Casualty Event (or, if later, 180 days after the date the U.S. Borrower or a Restricted Subsidiary has entered into a binding commitment to reinvest the proceeds of any such Asset Sale Prepayment Event or Casualty Event prior to the expiration of such 15 months).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, trustees, employees, agents and advisors of such Person and such Person’s Affiliates.

“Related Person” means any person which is a substantial shareholder (*wesentlich beteiligter Anteilseigner*) within the meaning of §8a para. 3 German Corporate Income Tax Act (*Körperschaftsteuergesetz*) of a German Borrower or any person related within the meaning of §1 para. 2 German Foreign Tax Act (*Außensteuergesetz*) to such substantial shareholder.

“Relevant Borrower’s Tax Jurisdiction” means the jurisdiction in which a Borrower is resident for Tax purposes.

“Required Class Lenders” means (i) with respect to any Term Loan Facility, Lenders holding more than 50% of the Term Commitments and Term Loans under such Term Loan Facility, (ii) with respect to any Revolving Facility, Lenders holding more than 50% of the Revolving Commitments under such Revolving Facility or, if the Revolving Credit Termination Date has occurred with respect to such Revolving Facility, more than 50% of the Revolving Credit Outstandings under such Revolving Facility, (iii) with respect to the Revolving Facilities, the Required Revolving Lenders, and (iv) with respect to LC Facility Lenders, LC Facility Lenders having more than 50% of the aggregate LC Facility Participations. A Non-Funding Lender shall not be included in the calculation of “Required Class Lenders”.

“Required Lenders” means, collectively, Lenders having more than 50% of the sum of the Dollar Equivalent of (a) the aggregate outstanding amount of the Revolving Commitments or, with respect to any Revolving Facility after the Revolving Credit Termination Date with respect to such Revolving Facility, the Revolving Credit Outstandings under such Revolving Facility), (b) the aggregate outstanding amount of the Term Commitments or, after the Closing Date, the aggregate principal amount of all Term Loans then outstanding and (c) the aggregate LC Facility Participations then outstanding. A Non-Funding Lender shall not be included in the calculation of “Required Lenders”.

“Required Revolving Lenders” means, collectively, Lenders having more than 50% of the sum of the Dollar Equivalent of the aggregate outstanding amount of the Revolving Commitments or, with respect to any Revolving Facility after the Revolving Credit Termination Date with respect to such Revolving Facility, the Revolving Outstandings under such Revolving Facility. A Non-Funding Lender shall not be included in the calculation of “Required Revolving Lenders”.

“Requirement of Law” means, as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule, executive order or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” of any Person means the chief executive officer, the president, any vice president, any director, the chief operating officer or any financial officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date (but subject to the express requirements set forth in Section 4.01), shall include any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Restricted Payments” has the meaning assigned to such term in Section 6.04.

“Restricted Subsidiary” means, at any time, any direct or indirect Subsidiary of the U.S. Borrower (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”.

“Revolving Available Credit” means (i) in the case of the U.S. Revolving Facility, the U.S. Revolving Available Credit, (ii) in the case of the Canadian Revolving Facility, the Canadian Revolving Available Credit, (iii) in the case of the U.K. Revolving Facility, the U.K. Revolving Available Credit, (iv) in the case of the German Revolving Facility, the German Revolving Available Credit and (v) in the case of the Irish Revolving Facility, the Irish Revolving Available Credit.

“Revolving Commitment Fee” has the meaning assigned to such term in Section 2.10(a).

“Revolving Commitments” means the U.S. Revolving Commitments, the U.K. Revolving Commitments, the German Revolving Commitments, the Canadian Revolving Commitments and the Irish Revolving Commitments.

“Revolving Credit Borrowing” means any U.S. Revolving Borrowing, any U.K. Revolving Borrowing, any German Revolving Borrowing, any Canadian Revolving Borrowing or any Irish Revolving Borrowing.

“Revolving Credit Note” means a promissory note of the U.S. Borrower, the U.K. Borrower, the German-1 Borrower, the German-2 Borrower, the Canadian Borrower or the Irish Borrower, as applicable, substantially in the form of Exhibit F-1.

“Revolving Credit Outstandings” means, at any particular time, the sum of (a) the U.S. Revolving Outstandings, (b) the U.K. Revolving Outstandings, (c) the German Revolving Outstandings, (d) the Canadian Revolving Outstandings and (e) the Irish Revolving Outstandings.

“Revolving Credit Termination Date” shall mean, with respect to any Revolving Facility, the earliest of (a) the Scheduled Termination Date, (b) the date of termination of all of the Revolving Commitments under such Revolving Facility pursuant to Section 2.05(a) and (c) the date on which the Loans under such Revolving Facility become due and payable pursuant to Section 7.02(a) or the Revolving Commitments under such Revolving Facility are terminated.

“Revolving Facilities” means the U.S. Revolving Facility, the U.K. Revolving Facility, the German Revolving Facility, the Canadian Revolving Facility and the Irish Revolving Facility and “Revolving Facility” refers to any such facility individually.

“Revolving LC Disbursement” means a payment made by an Issuing Bank pursuant to a Revolving Letter of Credit.

“Revolving LC Exposure” means, at any time, with respect to any Revolving Facility, the Dollar Equivalent of the sum of (a) the aggregate undrawn amount of all outstanding Revolving Letters of Credit under such Revolving Facility at such time plus (b) the aggregate amount of all Revolving LC Disbursements in respect of Revolving Letters of Credit outstanding under such Revolving Facility that have not yet been reimbursed by or on behalf of the Borrowers at such time. The Revolving LC Exposure of any Revolving Lender under any Revolving Facility at any time shall be its Ratable Portion of the total Revolving LC Exposure under such Revolving Facility at such time.

“Revolving LC Fees” has the meaning assigned to such term in Section 2.10(b)(ii).

“Revolving Lender” means each U.S. Revolving Lender, U.K. Revolving Lender, German Revolving Lender, Canadian Revolving Lender, Irish Revolving Lender or New Revolving Lender.

“Revolving Letter of Credit” means each Letter of Credit issued pursuant to Section 2.04(a)(ii) and shall include the Existing Letters of Credit that are denominated in Canadian Dollars. A Revolving Letter of Credit may be issued as a standby letter of credit or a commercial letter of credit. Revolving Letters of Credit shall not be issued in a form that would permit the face amount to be reinstated upon the occurrence of a draw under such letter of credit.

“Revolving Loan” means the U.S. Revolving Loans, the U.K. Revolving Loans, the German Revolving Loans, the Canadian Revolving Loans, the Irish Revolving Loans and any New Revolving Loans.

“Rollover Amount” has the meaning provided in Section 6.11(b).

“Sale and Lease-Back Transaction” means any arrangement with any Person providing for the leasing by the U.S. Borrower or any Restricted Subsidiary of any real or tangible personal property, which property has been or is to be sold or transferred by the U.S. Borrower or such Restricted Subsidiary to such Person in contemplation of such leasing.

“S&P” means Standard & Poor’s Ratings Service, a division of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Scheduled Termination Date” means January 26, 2013.

“Screen Rate” means (i) in relation to EURIBOR, the percentage rate per annum determined by the Banking Federation of the European Union for the relevant period, in each case displayed on the appropriate page of the Telerate screen and (ii) in relation to the LIBOR Rate for any Eurocurrency Rate Loan in Sterling, the British Bankers’ Association Settlement Rate for the relevant currency and period. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service as determined in the reasonable exercise of its judgment displaying the appropriate rate after consultation with the U.S. Borrower.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

“Secured Cash Management Obligations” means all obligations owing by the U.S. Borrower or any Restricted Subsidiary to Bank of America, N.A., the Agent, a Joint Lead Arranger or a co-arranger, any Affiliate of any of the foregoing or a Person that was a Lender or an Affiliate of a Lender on the Closing Date or at the time the Cash Management Agreement giving rise to such obligations was entered into.

“Secured Hedging Obligations” means all Hedging Obligations owing by the U.S. Borrower or any Restricted Subsidiary to the Agent, a Joint Lead Arranger or a co-arranger or any Affiliate of any of the foregoing or a Person that was a Lender or an Affiliate of a Lender on the Closing Date or at the time the Hedge Agreement giving rise to such Hedging Obligations was entered into.

“Secured Indebtedness” means any Indebtedness secured by a Lien.

“Secured Obligations” means all Obligations, together with all Secured Hedging Obligations and Secured Cash Management Obligations.

“Secured Parties” has the meaning assigned to such term in the Security Agreement.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement” means that certain Pledge and Security Agreement, dated as of the date hereof, between the Loan Parties and the Agent, for the benefit of the Agent and the other Secured Parties.

“Security Right” means (i) any security in rem (*dingliche Sicherheit*) including any pledge (*Pfandrecht*), lien based on general business conditions (*AGB-Pfandrecht*) or assignment for security purposes (*Sicherungsabtretung*) created or expressed to be created in favor of a Lender or the Agent; and (ii) any right under a submission to immediate execution (*Unterwerfung unter die sofortige Zwangsvollstreckung*), any right to be agreed upon disposal restrictions (*vereinbarte Verfügungsbeschränkungen*), any right of set-off (*Aufrechnungsrecht*) and any retention right (*Zurückbehaltungsrecht*) granted in favor of a Lender or the Agent.

“Senior Note Documents” means the Senior Notes Indenture and all other instruments, agreements and other documents evidencing the Senior Notes or providing for any guarantee or other right in respect thereof.

“Senior Notes” means, collectively, (x) the U.S. Borrower’s 8.50% Senior Notes due 2015, in an initial aggregate principal amount of \$1,280.0 million and (y) the U.S. Borrower’s Senior Floating Rate Notes due 2015 in an initial aggregate principal amount of \$500.0 million.

“Senior Notes Indenture” means the Indenture dated as of the date hereof, among the U.S. Borrower, as issuer, certain of its subsidiaries, as guarantors, and The Bank of New York, as trustee, pursuant to which the Senior Notes are issued.

“Series” shall have the meaning as provided in Section 2.19(a).

“Significant Subsidiary” means any Subsidiary (or group of Subsidiaries as to which any condition specified in clause (f) or (g) of Section 7.01 applies) of the U.S. Borrower that would be a “significant subsidiary” as defined in Article I, Rule 2-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date hereof.

“SMG” means SMG, a general partnership, organized under the laws of the Commonwealth of Pennsylvania., and its successors.

“Specified Indebtedness” means (a) the Senior Notes and (b) any Refinancing Indebtedness in respect of any of the foregoing (including pursuant to successive refinancings).

“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 Private Equity IX, L.P. and their respective Affiliates.

“Standard Receivables Facility Undertakings” means representations, warranties, covenants and indemnities entered into by the U.S. Borrower or any Restricted Subsidiary of the U.S.

Borrower that the U.S. Borrower has determined in good faith to be customary in financings similar to a Receivables Facility, including, without limitation, those relating to the servicing of the assets of a Receivables Facility Subsidiary, it being understood that any Receivables Facility Repurchase Obligation shall be deemed to be a Standard Receivables Facility Undertaking.

“Standard Securitization Undertakings” means representations, warranties, covenants and indemnities entered into by the U.S. Borrower or any Restricted Subsidiary of the U.S. Borrower that the U.S. Borrower has determined in good faith to be customary in financings similar to a Business Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Business Securitization Subsidiary, it being understood that any Business Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

“Sterling” and the sign “£” each mean the lawful money of United Kingdom.

“Subsidiary” means, with respect to any Person, (a) 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 (b) any partnership, joint venture, limited liability company or similar entity of which (i) 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 (ii) such Person or any subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Subsidiary Guarantor” means each Restricted Subsidiary of the U.S. Borrower that is a Loan Party and that executes this Agreement as a Loan Guarantor on the Closing Date and each other Restricted Subsidiary of the U.S. Borrower that thereafter becomes a Subsidiary Guarantor pursuant to the terms of this Agreement.

“Successor Foreign Borrower” has the meaning assigned to such term in Section 6.03(d)(i).

“Successor Holdings Guarantor” has the meaning assigned to such term in Section 6.03(c).

“Successor Person” has the meaning assigned to such term in Section 6.03(b)(i).

“Successor U.S. Borrower” has the meaning assigned to such term in Section 6.03(a)(i).

“Swingline Lender” means the Canadian Swingline Lender and/or the U.S. Swingline Lender as the context requires.

“Swingline Loan” means any Canadian Swingline Loan or any U.S. Swingline Loan.

“TARGET” means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

“TARGET Day” means any day on which TARGET is open for the settlement of payments in Euro.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, or charges or withholdings of a similar nature imposed by any Governmental Authority and any interest, penalties or additions to tax related thereto.

“Taxes Act” means the U.K. Income and Corporation Taxes Act of 1988.

“TCA” means the Irish Taxes Consolidation Act 1997.

“Term Commitment” means each of the U.S. Term Commitments, Canadian Term Commitments, the U.K. Term Commitments, the German Term Commitments, the Irish Term Commitments, the Yen Term Commitments and, if applicable, New Term Commitments with respect to any Series.

“Term Loan” means each of the U.S. Term Loans, the Canadian Term Loans, the U.K. Term Loans, the German Term Loans, the Irish Term Loans, the Yen Term Loans and, if applicable, New Term Loans with respect to any Series.

“Term Loan Borrowing” means a Borrowing consisting of Term Loans under a particular Term Loan Facility.

“Term Loan Facility” means, as the context requires, the U.S. Term Loan Facility, the Canadian Term Loan Facility, the U.K. Term Loan Facility, the German Term Loan Facility, the Irish Term Loan Facility and the Yen Term Loan Facility.

“Term Loan Lender” means each Lender that has a Term Commitment or that holds a Term Loan.

“Term Loan Maturity Date” means January 26, 2014.

“Term Loan Note” means a promissory note of the applicable Borrower substantially in the form of Exhibit F-2.

“Total Assets” means the total amount of all assets of the U.S. Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP as shown on the most recent balance sheet of the U.S. Borrower.

“Total LC Facility Deposit” means, at any time, the sum of all LC Facility Deposits at such time, as the same may be reduced from time to time pursuant to Section 2.05(b) or increased pursuant to Section 2.19.

“Transaction Costs” means fees and expenses payable or otherwise borne by Holdings, the U.S. Borrower and its subsidiaries in connection with the Transactions and the transactions contemplated thereby (including redemption or other premiums payable in connection with the repayment of the Existing Debt).

“Transactions” means, collectively, (a) the execution, delivery and performance by Holdings and Merger Sub of the Merger Agreement and the consummation of the transactions contemplated thereby, (b) the execution, delivery and performance by the Loan Parties of the Loan Documents to which

they are a party, the making of the credit extensions hereunder to be made on the Closing Date, (c) the execution, delivery and performance by Holdings, the Borrowers and the Subsidiaries of the U.S. Borrower party thereto of the Senior Note Documents and the issuance of the Senior Notes, (d) the Existing Debt Refinancing, (e) the making of the Equity Contribution and (f) the payment of the Transaction Costs.

“Treaty” means a double taxation agreement.

“Treaty Lender” means a Lender which:

(i) is treated as a resident of a Treaty State for the purposes of the relevant Treaty and which is entitled to relief under the interest Article of such Treaty; and

(ii) does not carry on a business in the Relevant Borrower’s Tax Jurisdiction through a permanent establishment with which that Lender’s participation in a Loan is effectively connected.

“Treaty State” means a jurisdiction having a Treaty with the Relevant Borrower’s Tax Jurisdiction which makes provision for full exemption from Tax imposed by the Relevant Borrower’s Tax Jurisdiction on interest.

“2012 Notes” means the 5.00% Senior Secured Notes due 2012 of ARAMARK outstanding on the Closing Date issued pursuant to the 2012 Notes Indenture.

“2012 Notes Indenture” means the indenture, dated as of April 8, 2002 among ARAMARK Services, Inc., as issuer, ARAMARK, as guarantor, and J.P. Morgan Trust Company, N. A., as trustee, as supplemented by a supplemental indenture, dated as of May 31, 2005.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Eurocurrency Rate, the Base Rate, the Canadian Base Rate or the BA Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the state of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“U.K. Borrower” has the meaning specified in the preamble to this Agreement.

“U.K. Lending Office” means, with respect to any Lender, the office of such Lender specified as its “U.K. Lending Office” in its Administrative Questionnaire (or, if no such office is specified, its U.S. Lending Office) or such other office of such Lender as such Lender may from time to time specify to the U.S. Borrower and the Agent.

“U.K. Qualifying Lender” means:

(i) a Lender (other than a Lender within subparagraph (ii) below) which is beneficially entitled to interest payable to that Lender in respect of an advance under this Agreement and is

(A) a Lender

(1) which is a bank (as defined for the purpose of section 349 of the Taxes Act) making an advance under this Agreement; or

(2) in respect of an advance made under this Agreement by a person that was a bank (as defined for the purpose of section 349 of the Taxes Act) at the time that that advance was made,

and which is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of the advance; or

(B) a Lender which is:

(1) a company resident in the United Kingdom for United Kingdom tax purposes; or

(2) a partnership each member of which is:

(a) a company resident in the United Kingdom for United Kingdom tax purposes; or

(b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or

(3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (for the purposes of section 11(2) of the Taxes Act) of that company; or

(C) a Treaty Lender; or

(ii) a building society (as defined for the purpose of Section 477A of the Taxes Act).

“U.K. Revolving Available Credit” means, at any time, (a) the then effective aggregate U.K. Revolving Commitments minus (b) the aggregate U.K. Revolving Outstandings at such time.

“U.K. Revolving Borrowing” means the U.K. Revolving Loans made on the same day by the U.K. Revolving Lenders ratably according to their respective U.K. Revolving Commitments.

“U.K. Revolving Commitment” means, with respect to each U.K. Revolving Lender, the commitment of such Lender to make U.K. Revolving Loans in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “U.K. Revolving Commitment”, as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “U.K.

Revolving Commitments” shall mean the aggregate U.K. Revolving Commitments of all U.K. Revolving Lenders, which amount, initially as of the Closing Date, shall be \$40.0 million.

“U.K. Revolving Facility” means the U.K. Revolving Commitments and the provisions herein related to the U.K. Revolving Loans and, to the extent issued pursuant to the U.K. Revolving Commitments, Revolving Letters of Credit.

“U.K. Revolving Lender” means each Lender having a U.K. Revolving Commitment.

“U.K. Revolving Loan” has the meaning specified in Section 2.01(a)(ii).

“U.K. Revolving Outstandings” means, at any particular time, the sum of (a) Dollar Equivalent of the aggregate principal amount of the U.K. Revolving Loans outstanding at such time and (b) the Revolving LC Exposure under the U.K. Revolving Facility at such time.

“U.K. Tax Confirmation” means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under this Agreement is either:

(i) a company resident in the United Kingdom for United Kingdom Tax purposes; or

(ii) a partnership each member of which is:

(A) a company so resident in the United Kingdom; or

(B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or

(iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (for the purposes of section 11(2) of the Taxes Act) of that company.

“U.K. Term Commitment” means, with respect to each U.K. Term Lender, the commitment of such U.K. Term Lender to make U.K. Term Loans to the U.K. Borrower in the aggregate principal amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “U.K. Term Commitment” as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “U.K. Term Commitments” shall mean the aggregate U.K. Term Commitments of all U.K. Term Lenders, which amount, initially as of the Closing Date, shall be £122.0 million.

“U.K. Term Lender” means each Lender that has a U.K. Term Commitment or that holds a U.K. Term Loan.

“U.K. Term Loan” has the meaning specified in Section 2.01(b)(ii).

“U.K. Term Loan Facility” means the U.K. Term Commitments and the provisions herein related to the U.K. Term Loans.

“Unrefunded Canadian Swingline Loan” has the meaning specified in Section 2.03(c).

“Unrefunded U.S. Swingline Loan” has the meaning specified in Section 2.03(c).

“Unrestricted Subsidiary” means (a) any Subsidiary of the U.S. Borrower that at the time of determination is an Unrestricted Subsidiary (as designated by the U.S. Borrower, as provided below) and (b) any Subsidiary of an Unrestricted Subsidiary.

So long as no Default has occurred and is continuing, the U.S. Borrower may designate any Restricted Subsidiary of the U.S. Borrower (other than any Foreign Borrower) (including any existing Restricted 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 U.S. Borrower or any Subsidiary of the U.S. Borrower (other than any Subsidiary of the Subsidiary to be so designated); provided that (i) 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 U.S. Borrower, (ii) such designation complies with Section 6.07 and (iii) each of (A) the Subsidiary to be so designated and (B) 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 U.S. Borrower or any Restricted Subsidiary.

The U.S. Borrower 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 (x) the U.S. Borrower could incur at least \$1.00 of additional Indebtedness pursuant to the Interest Coverage Ratio test described in Section 6.01(a) or (y) the Interest Coverage Ratio for the U.S. Borrower and its Restricted Subsidiaries would be greater than such ratio for the U.S. Borrower and its Restricted Subsidiaries immediately prior to such designation, in each case on a pro forma basis taking into account such designation.

Any such designation by the U.S. Borrower shall be notified by the U.S. Borrower to the Agent by promptly delivering to the Agent 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. Notwithstanding the foregoing, as of the Closing Date, all of the Subsidiaries of the U.S. Borrower will be Restricted Subsidiaries.

“U.S. Borrower” has the meaning assigned to such term in the preamble to this Agreement; provided that when used in the context of determining the fair market value of an asset or liability under this Agreement, “U.S. Borrower” shall, unless otherwise expressly stated, be deemed to mean the Board of Directors of the U.S. Borrower when the fair market value of such asset or liability is equal to or in excess of \$100.0 million.

“U.S. Borrower Guaranteed Obligations” has the meaning specified in Section 10.01(b).

“U.S. Lending Office” means, with respect to any Lender, the office of such Lender specified as its “U.S. Lending Office” in its Administrative Questionnaire or such other office of such Lender as such Lender may from time to time specify to the U.S. Borrower and the Agent.

“U.S. Revolving Available Credit” means, at any time, (a) the then effective aggregate U.S. Revolving Commitments minus (b) the aggregate U.S. Revolving Outstandings at such time (it being

understood that for purposes of this definition only, commercial Letters of Credit having a Revolving LC Exposure of \$15.0 million shall always be deemed to be outstanding).

“U.S. Revolving Borrowing” means U.S. Revolving Loans made on the same day by the U.S. Revolving Lenders ratably according to their respective U.S. Revolving Commitments.

“U.S. Revolving Commitment” means, with respect to each U.S. Revolving Lender, the commitment of such U.S. Revolving Lender to make U.S. Revolving Loans in the aggregate principal amount set forth opposite such U.S. Revolving Lender’s name on the Commitment Schedule under the caption “U.S. Revolving Commitment”, as amended to reflect each Assignment and Assumption executed by such U.S. Revolving Lender and as such amount may be reduced pursuant to this Agreement, and “U.S. Revolving Commitments” shall mean the aggregate U.S. Revolving Commitments of all U.S. Revolving Lenders, which amount, initially as of the Closing Date, shall be \$435.0 million.

“U.S. Revolving Facility” means the U.S. Revolving Commitments and the provisions herein related to the U.S. Revolving Loans, the U.S. Swingline Loans and, to the extent issued under the U.S. Revolving Commitments, the Revolving Letters of Credit.

“U.S. Revolving Lender” means a Lender with a U.S. Revolving Commitment, in its capacity as such.

“U.S. Revolving Loan” has the meaning specified in Section 2.01(a)(i).

“U.S. Revolving Outstandings” means, at any particular time, the sum of (a) the principal amount of the U.S. Revolving Loans outstanding at such time, (b) the Revolving LC Exposure under the U.S. Revolving Facility at such time and (c) the principal amount of the Swingline Loans outstanding at such time.

“U.S. Swingline Lender” means Citibank, N.A., in its capacity as Lender of U.S. Swingline Loans, and its successors.

“U.S. Swingline Loan” has the meaning assigned to such term in Section 2.03(a).

“U.S. Swingline Sublimit” has the meaning assigned to such term as Section 2.03(a).

“U.S. Term Commitment” means, with respect to each U.S. Term Lender, the commitment of such Lender to make U.S. Term Loans to the U.S. Borrower in the aggregate principal amount set forth opposite such Lender’s name on the Commitment Schedule under the caption “U.S. Term Commitment” as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “U.S. Term Commitments” shall mean the aggregate U.S. Term Commitments of all U.S. Term Lenders, which amount, initially as of the Closing Date, shall be \$3,547.0 million.

“U.S. Term Lender” means each Lender that has a U.S. Term Commitment or that holds a U.S. Term Loan.

“U.S. Term Loan” has the meaning specified in Section 2.01(b)(i).

“U.S. Term Loan Facility” means the U.S. Term Commitments and the provisions herein related to the U.S. Term Loans.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended from time to time.

“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 Restricted 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.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Yen” or “¥” means lawful currency of Japan.

“Yen Term Commitment” means, with respect to each Yen Term Lender, the commitment of such Lender to make Yen Term Loans to the U.S. Borrower in the aggregate principal amount outstanding not to exceed the amount set forth opposite such Lender’s name on the Commitments Schedule under the caption “Yen Term Commitment”, as amended to reflect each Assignment and Assumption executed by such Lender and as such amount may be reduced pursuant to this Agreement, and “Yen Term Commitments” shall mean the aggregate Yen Term Commitments of all Yen Term Lenders, which amount, initially as of the Closing Date, shall be ¥5,422.0 million.

“Yen Term Lender” means each Lender that has a Yen Term Commitment or that holds a Yen Term Loan.

“Yen Term Loan” has the meaning specified in Section 2.01(b)(vi).

“Yen Term Loan Facility” means the Yen Term Commitments and the provisions herein related to the Yen Term Loans.

SECTION 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “U.S. Revolving Loan”) or by Type (e.g., a “Eurocurrency Rate Loan”) or by Class and Type (e.g., a “Eurocurrency Rate U.S. Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “U.S. Revolving Borrowing”) or by Type (e.g., a “Eurocurrency Rate Borrowing”) or by Class and Type (e.g., a “Eurocurrency Rate U.S. Revolving Borrowing”).

SECTION 1.03 Conversion of Currencies.

(a) Dollar Equivalents. The Agent shall determine the Dollar Equivalent of any amount as required hereby, and a determination thereof by the Agent shall be presumed correct absent manifest error. The Agent may, but shall not be obligated to, rely on any determination made by any Loan Party in any document delivered to the Agent. The Agent shall determine or redetermine the Dollar Equivalent of each Loan and each Letter of Credit on each Determination Date and, unless otherwise specified herein, the Agent may determine or redetermine the Dollar Equivalent of any amount hereunder on any other date in its reasonable discretion.

(b) Rounding-Off. The Agent may set up appropriate rounding off mechanisms or otherwise round off amounts hereunder to the nearest higher or lower amount in whole Dollar or cent to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole Dollars or in whole cents, as may be necessary or appropriate.

(c) Negative Covenants, Etc. The Borrowers shall not be deemed to have violated any of the covenants set forth in Article VI (other than Section 6.10) solely as a result of currency fluctuations following the date any action is taken if such action was permitted on the date on which it was taken.

SECTION 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Unless otherwise specifically indicated, 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. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.05 Effectuation of Transactions. Each of the representations and warranties of the Loan Parties contained in this Agreement (and all corresponding definitions) are made after giving effect to the Transactions, unless the context otherwise requires. References to the Transactions in Sections 3.02 and 3.03 shall be deemed not to include the making of credit extensions described in clause (b) of the definition of the term “Transactions” set forth in Section 1.01 and shall instead include obtaining such credit extensions.

SECTION 1.06 Change of Currency. Each provision of this Agreement shall be subject to such reasonable changes of construction as the Agent may from time to time specify with the U.S. Borrower’s consent to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

SECTION 1.07 Funding through Applicable Lending Offices. Any Lender may, by notice to the Agent and the U.S. Borrower, designate an Affiliate of such Lender as its Applicable Lending Office with respect to any Loans to be made by such Lender to any Borrower (and, for the avoidance of doubt, a Lender may designate different Applicable Lending Offices to make Loans to the U.S. Borrower, on the one hand, and any Foreign Borrower, on the other hand, under the same Revolving Facility) or make any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans. In the event that a Lender designates an Affiliate of such Lender as its Applicable Lending Office for Loans to any Borrower under any Facility or makes any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans, then all Loans and reimbursement obligations to be funded by such Lender under such Facility to such Borrower shall be funded by such Applicable Lending Office or foreign or domestic branch or Affiliate, as applicable, and all payments of interest, fees, principal and other amounts payable to such Lender under such Facility shall be payable to such Applicable Lending Office or foreign or domestic branch or Affiliate, as applicable. Except as provided in the immediately preceding sentence, no designation by any Lender of an Affiliate as its Applicable Lending Office or making any Loan available to any Borrower by causing any foreign or domestic branch or Affiliate of such Lender to make such Loans shall alter the obligation of the applicable Borrower to pay any principal, interest, fees or other amounts hereunder.

ARTICLE II

THE CREDITS

SECTION 2.01 Commitments.

(a) Revolving Commitments.

(i) U.S. Revolving Commitments. On the terms and subject to the conditions contained in this Agreement, each U.S. Revolving Lender severally agrees to make loans in Dollars to the U.S. Borrower (each a "U.S. Revolving Loan") from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date with respect to the U.S. Revolving Facility in an aggregate principal amount at any time outstanding for all such Loans by such U.S. Revolving Lender not to exceed such U.S. Revolving Lender's U.S. Revolving Commitment; provided, however, that at no time shall any U.S. Revolving Lender be obligated to make a U.S. Revolving Loan in excess of such Revolving Lender's Ratable Portion of the U.S. Revolving Available Credit. Within the limits of the U.S. Revolving Commitment of each U.S. Revolving Lender and the U.S. Revolving Available Credit, amounts of U.S. Revolving Loans repaid may be reborrowed by the U.S. Borrower under this Section 2.01(a)(i).

(ii) U.K. Revolving Commitments. On the terms and subject to the conditions contained in this Agreement, each U.K. Revolving Lender severally agrees to make loans in Sterling or Dollars (each a "U.K. Revolving Loan") to the U.K. Borrower or the U.S. Borrower from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date with respect to the U.K. Revolving Facility in an aggregate principal amount at any time outstanding for all such loans by such U.K. Revolving Lender not to exceed such U.K. Revolving Lender's U.K. Revolving Commitment; provided, however, that at no time shall any U.K. Revolving Lender be obligated to make a U.K. Revolving Loan in excess of such U.K. Revolving Lender's Ratable Portion of the U.K. Revolving Available Credit. Within the limits of the U.K. Revolving Commitment of each U.K. Revolving Lender and the U.K. Revolving Available Credit, amounts of U.K. Revolving Loans repaid may be reborrowed by the U.K. Borrower or the U.S. Borrower under this Section 2.01(a)(ii).

(iii) German Revolving Commitments. On the terms and subject to the conditions contained in this Agreement, each German Revolving Lender severally agrees to make loans in Euro or Dollars (each a “German Revolving Loan”) to any German Borrower or the U.S. Borrower from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date with respect to the German Revolving Facility in an aggregate principal amount at any time outstanding for all such loans by such German Revolving Lender not to exceed such German Revolving Lender’s German Revolving Commitment; provided, however, that at no time shall any German Revolving Lender be obligated to make a German Revolving Loan in excess of such German Revolving Lender’s Ratable Portion of the German Revolving Available Credit. Within the limits of the German Revolving Commitment of each German Revolving Lender and the German Revolving Available Credit, amounts of German Revolving Loans repaid may be reborrowed by any German Borrower or the U.S. Borrower under this Section 2.01(a)(iii).

(iv) Canadian Revolving Commitments. On the terms and subject to the conditions contained in this Agreement, each Canadian Revolving Lender severally agrees to make loans in Canadian Dollars or Dollars (each a “Canadian Revolving Loan”) to the Canadian Borrower or the U.S. Borrower from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date with respect to the Canadian Revolving Facility in an aggregate principal amount at any time outstanding for all such loans by such Canadian Revolving Lender not to exceed such Canadian Revolving Lender’s Canadian Revolving Commitment; provided, however, that at no time shall any Canadian Revolving Lender be obligated to make a Canadian Revolving Loan in excess of such Canadian Revolving Lender’s Ratable Portion of the Canadian Revolving Available Credit. Within the limits of the Canadian Revolving Commitment of each Canadian Revolving Lender and the Canadian Revolving Available Credit, amounts of Canadian Revolving Loans repaid may be reborrowed by the Canadian Borrower or the U.S. Borrower under this Section 2.01(a)(iv).

(v) Irish Revolving Commitments. On the terms and subject to the conditions contained in this Agreement, each Irish Revolving Lender severally agrees to make loans in Euro or Dollars (each an “Irish Revolving Loan”) to the Irish Borrower or the U.S. Borrower from time to time on any Business Day during the period from the Closing Date until the Revolving Credit Termination Date with respect to the Irish Revolving Facility in an aggregate principal amount at any time outstanding for all such loans by such Irish Revolving Lender not to exceed such Irish Revolving Lender’s Irish Revolving Commitment; provided, however, that at no time shall any Irish Revolving Lender be obligated to make an Irish Revolving Loan in excess of such Irish Revolving Lender’s Ratable Portion of the Irish Revolving Available Credit. Within the limits of the Irish Revolving Commitment of each Irish Revolving Lender and the Irish Revolving Available Credit, amounts of Irish Revolving Loans repaid may be reborrowed by the Irish Borrower or the U.S. Borrower under this Section 2.01(a)(v).

(b) Term Commitments.

(i) U.S. Term Commitments. On the terms and subject to the conditions contained in this Agreement, each U.S. Term Lender severally agrees to make a loan (each a “U.S. Term Loan”) in Dollars to the U.S. Borrower on the Closing Date, in an amount equal to such Lender’s U.S. Term Commitment. Amounts of U.S. Term Loans repaid or prepaid may not be reborrowed.

(ii) U.K. Term Commitments. On the terms and subject to the conditions contained in this Agreement, each U.K. Term Lender severally agrees to make a loan (each a “U.K. Term Loan”) in Sterling to the U.K. Borrower on the Closing Date, in an amount equal to such U.K. Term Lender’s U.K. Term Commitment. Amounts of U.K. Term Loans repaid or prepaid may not be reborrowed.

(iii) German Term Commitments. On the terms and subject to the conditions contained in this Agreement, each German Term Lender severally agrees to (x) make a loan to the German-1 Borrower on the Closing Date (each a “German Term-1 Loan”) in Euro in an amount equal to such German Term Lender’s German Term-1 Commitment and (y) make a loan to the German-2 Borrower on the Closing Date (each a “German Term-2 Loan” and, collectively, together with the German Term-1 Loans, the “German Term Loans”) in Euro in an amount equal to such Lender’s German Term-2 Commitment. For the avoidance of doubt, for so long as neither the German Term-1 Loans nor the German Term-2 Loans have been repaid in full, the German Term-1 Loans, on the one hand, and the German Term-2 Loans, on the other hand, may not be separately assigned by any German Term Lender and each German Term Lender shall at all times hold German Term-1 Loans and German Term-2 Loans in the same proportion as each other German Term Lender. Amounts of German Term Loans repaid or prepaid may not be reborrowed.

(iv) Irish Term Commitments. On the terms and subject to the conditions contained in this Agreement, each Irish Term Lender severally agrees to make a loan (each an “Irish Term Loan”) in Euro to the Irish Borrower on the Closing Date, in an amount equal to such Irish Term Lender’s Irish Term Commitment. Amounts of Irish Term Loans repaid or prepaid may not be reborrowed.

(v) Canadian Term Commitments. On the terms and subject to the conditions contained in this Agreement, each Canadian Term Lender severally agrees to make a loan (each a “Canadian Term Loan”) in Dollars to the Canadian Borrower on the Closing Date, in an amount equal to such Canadian Term Lender’s Canadian Term Commitment. Amounts of Canadian Term Loans repaid or prepaid may not be reborrowed.

(vi) Yen Term Commitments. On the terms and subject to the conditions contained in this Agreement, each Yen Term Lender severally agrees to make a loan (each a “Yen Term Loan”) in Yen to the U.S. Borrower on the Closing Date or, at the option of the U.S. Borrower, on January 29, 2007, in an amount equal to such Yen Term Lender’s Yen Term Commitment. Amounts of Yen Term Loans repaid or prepaid may not be reborrowed.

(c) On the terms and subject to the conditions contained in this Agreement, each LC Facility Lender severally agrees to make an LC Facility Deposit in Dollars on the Closing Date in an amount equal to such LC Facility Lender’s LC Facility Commitment.

SECTION 2.02 Loans and Borrowings.

(a) Revolving Credit Borrowings. Each Borrowing under any Revolving Facility shall be made on notice, in the form of a Borrowing Request, given by the applicable Borrower to the Agent not later than 12:00 noon (New York City time) in the case of the U.S. Revolving Facility or the Canadian Revolving Facility and not later than 10:00 a.m. (New York City time) in the case of the German Revolving Facility, Irish Revolving Facility or the U.K. Revolving Facility (i) one Business Day, in the case of a Borrowing of Base Rate Loans or Canadian Base Rate Loans and (ii) three Business Days, in the case of a Borrowing of Eurocurrency Rate Loans or BA Rate Loans, prior to the date of the proposed Borrowing. Each such notice shall be in substantially the form of Exhibit E and shall specify (A) the date of such proposed Borrowing, (B) the aggregate amount of such proposed Borrowing, (C) the Revolving Facility pursuant to which such Loan is to be made, (D) the currency in which such Loan is to be denominated, (E) in the case of any Borrowing in Dollars, whether any portion of the proposed Borrowing will be of Eurocurrency Rate Loans, (F) in the case of Loans denominated in Canadian Dollars, whether any portion of the proposed Borrowing will be BA Rate Loans, (G) in the case of any Eurocurrency Rate Loan, the initial Eurocurrency Interest Period or Eurocurrency Interest Periods thereof and in the case of any BA Rate Loan, the initial BA Interest Period or BA Interest Periods thereof, (H) the Revolving Available

Credit (after giving effect to the proposed Borrowing) under the applicable Revolving Facility and (I) the account or accounts into which the proceeds of such Borrowing are to be deposited. Loans denominated in Dollars shall be made as Base Rate Loans unless, subject to Section 2.14, the Borrowing Request specifies that all or a portion thereof shall be Eurocurrency Rate Loans. Loans denominated in Canadian Dollars shall be made as Canadian Base Rate Loans unless the Borrowing Request specifies that all or a portion thereof shall be BA Rate Loans. If no Eurocurrency Interest Period is specified with respect to any requested Eurocurrency Rate Loan, then the applicable Borrower shall be deemed to have selected a Eurocurrency Interest Period of one month' s duration. If no BA Interest Period is specified with respect to any requested BA Rate Loan, then the applicable Borrower shall be deemed to have selected BA Interest Period of 30 days' duration. Each Borrowing shall be in an aggregate amount of not less than the Minimum Currency Threshold.

(b) Term Loan Borrowings. All Term Loan Borrowings shall be made on the Closing Date upon receipt of a Borrowing Request given by the U.S. Borrower (which each Foreign Borrower hereby authorizes the U.S. Borrower to provide) to the Agent not later than 12:00 noon (New York City time) (i) one Business Day prior to the Closing Date, in the case of Base Rate Loans and (ii) three Business Days prior to the Closing Date, in the case of Eurocurrency Rate Loans; provided that, at the request of the U.S. Borrower, the Yen Term Loan may be borrowed on January 29, 2007. The Borrowing Request shall specify (A) the Closing Date or, if the U.S. Borrower so elects, January 29, 2007 in the case of the Yen Term Loan only, (B) the aggregate amount of each proposed Borrowing and the Term Loan Facility under which such Borrowing is to be made, (C) in the case of Loans denominated in Dollars, whether any portion of the proposed Borrowing will be Eurocurrency Rate Loans, (D) the initial Eurocurrency Interest Period or Eurocurrency Interest Periods for any Eurocurrency Rate Loans, and (E) the account or accounts into which the proceeds of such Term Loans are to be deposited. U.S. Term Loans and Canadian Term Loans shall be made as Base Rate Loans unless, subject to Section 2.14, the Borrowing Request specifies that all or a portion thereof shall be Eurocurrency Rate Loans. If no Eurocurrency Interest Period is specified with respect to any requested Eurocurrency Rate Loan, then the applicable Borrower shall be deemed to have selected a Eurocurrency Interest Period of one month' s duration. Each such Term Loan Borrowing shall be in an aggregate amount of not less than the Minimum Currency Threshold.

(c) The Agent shall give to each applicable Lender prompt notice of the Agent' s receipt of a Borrowing Request and, if Eurocurrency Rate Loans or BA Rate Loans are properly requested in such Borrowing Request, the applicable interest rate determined pursuant to Section 2.11(a). Each applicable Lender shall, before 11:00 a.m. (New York City time) on the date of the proposed Borrowing, either (i) make available to the Agent at the Agent' s Office, in immediately available funds, such Lender' s Ratable Portion of such proposed Borrowing or (ii) in the case of Loans made on the Closing Date only, subject to the fulfillment (or due waiver in accordance with Section 9.02) of the conditions set forth in Section 4.01, make available such Borrowing directly to the applicable Borrower. If a Lender funds such Borrowing to the Agent, upon fulfillment (or due waiver in accordance with Section 9.02) (i) on the Closing Date, of the conditions set forth in Section 4.01 and (ii) at any time after the Closing Date, of the conditions set forth in Section 4.02, and after the Agent' s receipt of such funds, the Agent shall make such funds available to the applicable Borrower.

(d) Unless the Agent and, in the case of any proposed Borrowing to be made on the Closing Date, the Agent and the Joint Lead Arrangers, shall have received notice from a Lender prior to the date of any proposed Borrowing that such Lender will not make available to the Agent such Lender' s Ratable Portion of such Borrowing (or any portion thereof), the Agent and, with respect to any proposed Borrowing to be made on the Closing Date, the Agent and the Joint Lead Arrangers, may assume that such Lender has made such Ratable Portion available to the Agent on the date of such Borrowing in accordance with this Section 2.02 and the Agent or any Joint Lead Arranger, as the case may be, may, in

reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such Ratable Portion available to the Agent or such Joint Lead Arranger, as the case may be, such Lender and the applicable Borrower severally agree to repay to the Agent or such Joint Lead Arranger forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the applicable Borrower until the date such amount is repaid to the Agent or such Joint Lead Arranger, at (i) in the case of a Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Interbank Rate for the first Business Day and thereafter at the interest rate applicable at the time to the Loans comprising such Borrowing. If such Lender shall repay to the Agent or the applicable Joint Lead Arranger such corresponding amount, such amount so repaid shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement. If the applicable Borrower shall repay to the Agent or the applicable Joint Lead Arranger such corresponding amount, such payment shall not relieve such Lender of any obligation it may have hereunder to such Borrower.

(e) The failure of any Lender to make on the date specified any Loan or any payment required by it (such Lender, during the period of such failure, being a "Non-Funding Lender"), including any payment in respect of its participation in Swingline Loans and Revolving Letters of Credit, shall not relieve any other Lender of its obligations to make such Loan or payment on such date but no such other Lender shall be responsible for the failure of any Non-Funding Lender to make a Loan or payment required under this Agreement.

SECTION 2.03 Swingline Loans.

(a) Subject to the terms and conditions hereof, the U.S. Swingline Lender agrees to make U.S. Swingline loans in Dollars (individually, a "U.S. Swingline Loan" and collectively, the "U.S. Swingline Loans") to the U.S. Borrower from time to time following the Closing Date and prior to the Revolving Credit Termination Date for the U.S. Revolving Facility in accordance with the procedures set forth in this Section 2.03; provided that (i) the aggregate principal amount of all U.S. Swingline Loans shall not exceed \$150.0 million (the "U.S. Swingline Sublimit") at any one time outstanding, (ii) the principal amount of any borrowing of U.S. Swingline Loans may not exceed the aggregate amount of the U.S. Available Revolving Credit of all U.S. Revolving Lenders immediately prior to such borrowing or result in the Revolving Credit Exposure under all Revolving Facilities then outstanding exceeding the Revolving Commitments then in effect under all Revolving Facilities, and (iii) in no event may U.S. Swingline Loans be borrowed hereunder if a Default shall have occurred and be continuing. Amounts borrowed under this Section 2.03 may be repaid and, up to but excluding the Revolving Credit Termination Date for the U.S. Revolving Facility, reborrowed. All U.S. Swingline Loans shall at all times be Base Rate Loans. The U.S. Borrower shall give the U.S. Swingline Lender and the Agent notice of any U.S. Swingline Loan requested hereunder (which notice must be received by the U.S. Swingline Lender and the Agent prior to 1:00 p.m., New York City time, on the requested Borrowing Date) specifying (A) the amount to be borrowed, (B) the requested Borrowing Date and (C) the account or accounts in to which the proceeds of such U.S. Swingline Loans are to be deposited. Not later than 3:00 p.m., New York City time, on the Borrowing Date specified in such notice, the U.S. Swingline Lender shall make such U.S. Swingline Loan available to the Agent for the account of the U.S. Borrower at the Agent's Office in funds immediately available to the Agent. Amounts so received by the Agent will promptly be made available to the U.S. Borrower by the Agent crediting the account of the U.S. Borrower on the books of such office with the amount made available to the Agent by the U.S. Swingline Lender (or, in the case of a U.S. Swingline Loan made to finance the reimbursement of a Revolving LC Disbursement as provided in Section 2.04(e), by remittance to the Issuing Bank) and in like funds as received by the Agent. Each Borrowing of U.S. Swingline Loans pursuant to this Section 2.03 shall be in a minimum principal amount of \$500,000 or an integral multiple of \$100,000 in excess thereof. Subject to the terms and conditions hereof, the Canadian Swingline Lender agrees to make swingline loans in Canadian Dollars (individually, a "Canadian

Swingline Loan” and collectively, the “Canadian Swingline Loans”) to the Canadian Borrower from time to time following the Closing Date and prior to the Revolving Credit Termination Date for the Canadian Revolving Facility in accordance with the procedures set forth in this Section 2.03; provided that (i) the aggregate principal amount of all Canadian Swingline Loans shall not exceed the Dollar Equivalent of \$10.0 million (the “Canadian Swingline Sublimit”) at any one time outstanding, (ii) the principal amount of any borrowing of Canadian Swingline Loans may not exceed the aggregate amount of the Canadian Revolving Available Credit of all Canadian Revolving Lenders immediately prior to such borrowing or result in the Revolving Credit Exposure under all Revolving Facilities then outstanding exceeding the Revolving Commitments then in effect under all Revolving Facilities, and (iii) in no event may Canadian Swingline Loans be borrowed hereunder if a Default shall have occurred and be continuing. Amounts borrowed under this Section 2.03 may be repaid and, up to but excluding the Revolving Credit Termination Date for the Canadian Revolving Facility, reborrowed. All Canadian Swingline Loans shall at all times be Canadian Base Rate Loans. The Canadian Borrower shall give the Canadian Swingline Lender and the Agent notice of any Canadian Swingline Loan requested hereunder (which notice must be received by the Canadian Swingline Lender and the Agent prior to 1:00 p.m., New York City time, on the requested Borrowing Date) specifying (A) the amount to be borrowed, (B) the requested Borrowing Date and (C) the account or accounts in to which the proceeds of such Swingline Loans are to be deposited. Not later than 3:00 p.m., New York City time, on the Borrowing Date specified in such notice, the Canadian Swingline Lender shall make such Canadian Swingline Loan available to the Agent for the account of the Canadian Borrower at the Agent’s Office in funds immediately available to the Agent. Amounts so received by the Agent will promptly be made available to the Canadian Borrower by the Agent crediting the account of the Canadian Borrower on the books of such office with the amount made available to the Agent by the Canadian Swingline Lender (or, in the case of a Canadian Swingline Loan made to finance the reimbursement of a Revolving LC Disbursement as provided in Section 2.04(e), by remittance to the Issuing Bank) and in like funds as received by the Agent. Each Borrowing pursuant to this Section 2.03 shall be in a minimum principal amount of C\$500,000 or an integral multiple of C\$100,000 in excess thereof.

(b) Notwithstanding the occurrence of any Default or noncompliance with the conditions precedent set forth in Section 4.02 or the minimum borrowing amounts specified in Section 2.02, if any U.S. Swingline Loan shall remain outstanding at 10:00 a.m., New York City time, on the tenth Business Day following the Borrowing Date thereof and if by such time on such tenth Business Day the Agent shall have received neither (i) a Borrowing Request delivered by the U.S. Borrower pursuant to Section 2.02 requesting that Revolving Loans in Dollars be made pursuant to Section 2.01 on the immediately succeeding Business Day in an amount at least equal to the aggregate principal amount of such U.S. Swingline Loan, nor (ii) any other notice satisfactory to the Agent indicating the U.S. Borrower’s intent to repay such U.S. Swingline Loan on the immediately succeeding Business Day with funds obtained from other sources, the Agent shall be deemed to have received a notice from the U.S. Borrower pursuant to Section 2.02 requesting that Base Rate U.S. Revolving Loans be made pursuant to Section 2.01(a) on such immediately succeeding Business Day in an amount equal to the amount of such U.S. Swingline Loan, and the procedures set forth in Section 2.02 shall be followed in making such Base Rate U.S. Revolving Loans; provided that for the purposes of determining each U.S. Revolving Lender’s Commitment with respect to such Borrowing, the U.S. Swingline Loan to be repaid with the proceeds of such Borrowing shall be deemed to not be outstanding. The proceeds of such Base Rate U.S. Revolving Loans shall be applied to repay such U.S. Swingline Loan. Notwithstanding the occurrence of any Default or noncompliance with the conditions precedent set forth in Section 4.02 or the minimum borrowing amounts specified in Section 2.02, if any Canadian Swingline Loan shall remain outstanding at 10:00 a.m., New York City time, on the tenth Business Day following the Borrowing Date thereof and if by such time on such tenth Business Day the Agent shall have received neither (i) a Borrowing Request delivered by the Canadian Borrower pursuant to Section 2.02 requesting that Revolving Loans in Canadian Dollars be made pursuant to Section 2.01 on the immediately succeeding Business Day in an amount at least equal to

the aggregate principal amount of such Canadian Swingline Loan, nor (ii) any other notice satisfactory to the Agent indicating the Canadian Borrower's intent to repay such Canadian Swingline Loan on the immediately succeeding Business Day with funds obtained from other sources, the Agent shall be deemed to have received a notice from the Canadian Borrower pursuant to Section 2.02 requesting that Canadian Base Rate Canadian Revolving Loans be made pursuant to Section 2.01(a) on such immediately succeeding Business Day in an amount equal to the amount of such Canadian Swingline Loan, and the procedures set forth in Section 2.02 shall be followed in making such Canadian Revolving Loans; provided that for the purposes of determining each Canadian Revolving Lender's Commitment with respect to such Borrowing, the Canadian Swingline Loan to be repaid with the proceeds of such Borrowing shall be deemed to not be outstanding. The proceeds of such Canadian Revolving Loans shall be applied to repay such Canadian Swingline Loan.

(c) If, for any reason, Base Rate U.S. Revolving Loans may not be, or are not, made pursuant to Section 2.03(b) to repay any U.S. Swingline Loan as required by such paragraph, effective on the date such Base Rate U.S. Revolving Loans would otherwise have been made, each U.S. Revolving Lender severally, unconditionally and irrevocably agrees that it shall, without regard to the occurrence of any Default, purchase a participating interest in such U.S. Swingline Loan (an "Unrefunded U.S. Swingline Loan") in an amount equal to such U.S. Revolving Lender's Ratable Portion of the aggregate amount of the Base Rate U.S. Revolving Loan which would otherwise have been made pursuant to Section 2.03(b). Each U.S. Revolving Lender will immediately transfer to the Agent, in immediately available funds, the amount of its participation, and the proceeds of such participations shall be distributed by the Agent to the U.S. Swingline Lender. All payments by the U.S. Revolving Lenders in respect of Unrefunded U.S. Swingline Loans and participations therein shall be made in accordance with Section 2.13. If, for any reason, Canadian Revolving Loans may not be, or are not, made pursuant to Section 2.03(b) to repay any Canadian Swingline Loan as required by such paragraph, effective on the date such Canadian Revolving Loans would otherwise have been made, each Canadian Revolving Lender severally, unconditionally and irrevocably agrees that it shall, without regard to the occurrence of any Default, purchase a participating interest in such Canadian Swingline Loan (an "Unrefunded Canadian Swingline Loan") in an amount equal to such Canadian Revolving Lender's Ratable Portion of the aggregate amount of the Canadian Revolving Loan which would otherwise have been made pursuant to Section 2.03(b). Each Canadian Revolving Lender will immediately transfer to the Agent, in immediately available funds, the amount of its participation, and the proceeds of such participations shall be distributed by the Agent to the Canadian Swingline Lender. All payments by the Canadian Revolving Lenders in respect of Unrefunded Canadian Swingline Loans and participations therein shall be made in accordance with Section 2.13.

(d) Notwithstanding the foregoing, a U.S. Revolving Lender shall not have any obligation to acquire a participation in a U.S. Swingline Loan pursuant to the foregoing paragraphs if a Default shall have occurred and be continuing at the time such U.S. Swingline Loan was made and such Lender shall have notified the U.S. Swingline Lender in writing, prior to the time such U.S. Swingline Loan was made, that such Default has occurred and that such Lender will not acquire participations in U.S. Swingline Loans made while such Default is continuing. Notwithstanding the foregoing, a Canadian Revolving Lender shall not have any obligation to acquire a participation in a Canadian Swingline Loan pursuant to the foregoing paragraphs if a Default shall have occurred and be continuing at the time such Canadian Swingline Loan was made and such Lender shall have notified the Canadian Swingline Lender in writing, prior to the time such Canadian Swingline Loan was made, that such Default has occurred and that such Lender will not acquire participations in Canadian Swingline Loans made while such Default is continuing.

SECTION 2.04 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, (i) the U.S. Borrower may request, including on behalf of any Restricted Subsidiary, the issuance of (and the LC Facility Issuing Bank shall issue) LC Facility Letters of Credit, at any time and from time to time during the LC Facility Availability Period, (ii) any Borrower may request (and the applicable Issuing Bank shall issue) the issuance of standby Revolving Letters of Credit under any Revolving Facility with respect to which it is a Borrower at any time and from time to time from and after the Closing Date to but excluding the applicable Revolving Credit Termination Date and (iii) the U.S. Borrower may request (and the applicable Issuing Bank shall issue) the issuance of commercial Revolving Letters of Credit under the U.S. Revolving Facility at any time and from time to time from and after the Closing Date to but excluding the applicable Revolving Credit Termination Date, in each case for the account of such Borrower or any Restricted Subsidiary, in a form reasonably acceptable to the Agent (in the case of standby Revolving Letters of Credit and LC Facility Letters of Credit) and the relevant Issuing Bank or the LC Facility Issuing Bank, as the case may be. Any Revolving Letter of Credit issued under any Revolving Facility may be denominated in any currency selected by the applicable Borrower in which Revolving Loans may be made under such Revolving Facility. For purposes hereof, a standby Letter of Credit issued on behalf of the U.S. Borrower or a Restricted Subsidiary that is denominated in Dollars shall at all times and from time to time be deemed to be an LC Facility Letter of Credit unless after giving effect to the issuance of such LC Facility Letter of Credit, the LC Facility LC Exposure would exceed the Total LC Facility Deposit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by such Borrower to, or entered into by such Borrower with, an Issuing Bank or the LC Facility Issuing Bank, as applicable, relating to any Letter of Credit, the terms and conditions of this Agreement shall control. The Existing Letters of Credit that are denominated in Dollars shall be deemed to be "LC Facility Letters of Credit" for all purposes hereof. The Existing Letters of Credit that are denominated in Canadian Dollars shall be deemed to be "Revolving Letters of Credit" issued under the Canadian Revolving Facility for all purposes hereof.

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the requesting Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable Issuing Bank or the LC Facility Issuing Bank, as applicable) to the applicable Issuing Bank or the LC Facility Issuing Bank, as applicable, and, in the case of standby Revolving Letters of Credit and LC Facility Letters of Credit, the Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying (A) the date of issuance, amendment, renewal or extension (which shall be a Business Day), (B) the date on which such Letter of Credit is to expire (which shall comply with Section 2.04(c)), (C) the amount of such Letter of Credit, (D) the currency in which such Letter of Credit is to be denominated (which shall comply with Section 2.04(a)), (E) if such Letter of Credit is a Revolving Letter of Credit, the Revolving Facility under which such Letter of Credit is to be issued and whether such Revolving Letter of Credit is a commercial or standby Revolving Letter of Credit, (F) the name and address of the beneficiary thereof and (G) such other information as shall be necessary to issue, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank or the LC Facility Issuing Bank, as applicable, the requesting Borrower shall also submit a letter of credit application on such Issuing Bank's or the LC Facility Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit shall not be issued, amended, renewed or extended if (and upon issuance, amendment, renewal or extension of each Letter of Credit the requesting Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (x) with respect to Revolving Letters of Credit, (I) the Revolving Credit Outstandings (it being understood that with respect to the issuance, amendment, renewal or extension of any Letters of Credit under

the U.S. Revolving Facility, commercial Revolving Letters of Credit having a Revolving LC Exposure of \$15.0 million shall at all times be deemed to be outstanding) under all Revolving Facilities would exceed the Revolving Commitments under all Revolving Facilities, (II) the Revolving Available Credit under the applicable Revolving Facility would be less than zero and (III) with respect to any commercial Revolving Letters of Credit, the aggregate Revolving LC Exposure in respect of commercial Revolving Letters of Credit would exceed \$15.0 million and (y) with respect to LC Facility Letters of Credit, the LC Facility LC Exposure would exceed the Total LC Facility Deposit. Upon the issuance of any standby Letter of Credit or increase in the amount of a standby Letter of Credit, the U.S. Borrower shall promptly notify the Agent thereof. Each Issuing Bank and the LC Facility Issuing Bank will also furnish to the Agent an activity report (which shall consist of, with respect to commercial Letters of Credit, the net aggregate daily amount available to be drawn plus bankers' acceptances or deferred undertakings (in each case, not constituting reimbursement obligations under clause (e) of this Section 2.04) that were created upon presentation under such Letters of Credit (the "Net Daily Amount") at the end of each day) with respect to the Letters of Credit issued by it no later than five Business Days following the end of each calendar quarter and on any other date reasonably requested by the Agent.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit or, in the case of any renewal or extension thereof, one year after such renewal or extension; provided that, if the requesting Borrower and the Issuing Bank or LC Facility Issuing Bank, as applicable, so agree, any Letter of Credit may provide for the automatic renewal of such Letter of Credit for successive one year terms (subject to clause (ii)) and (ii) (x) with respect to any Revolving Letter of Credit, the date that is five Business Days prior to the Scheduled Termination Date and (y) with respect to any LC Facility Letter of Credit, the date that is five Business Days prior to the LC Facility Maturity Date.

(d) Participations.

(i) By the issuance of a Revolving Letter of Credit (or an amendment to a Revolving Letter of Credit increasing the amount thereof) pursuant to any Revolving Facility and without any further action on the part of the Issuing Bank issuing such Revolving Letter of Credit or the Revolving Lenders under such Revolving Facility, each Issuing Bank hereby grants to each Revolving Lender under such Revolving Facility, and each such Revolving Lender hereby acquires from each Issuing Bank, a participation in each such Letter of Credit equal to such Lender's Ratable Portion of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Agent, for the account of the applicable Issuing Bank, such Revolving Lender's Ratable Portion of each Revolving LC Disbursement made by such Issuing Bank with respect to any Revolving Letter of Credit issued pursuant to any Revolving Facility under which such Lender holds a Revolving Commitment and not reimbursed by a Borrower on the date due as provided in Section 2.04(e) or of any reimbursement payment required to be refunded to such Borrower. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.04(d) in respect of Revolving Letters of Credit issued pursuant to the Revolving Facility under which such Lender holds Revolving Commitments is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Revolving Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(ii) By the issuance of an LC Facility Letter of Credit (or an amendment to an LC Facility Letter of Credit increasing the amount thereof), without any further action on the part of the LC Facility Issuing Bank or the LC Facility Lenders, the LC Facility Issuing Bank hereby grants to each LC Facility Lender, and each LC Facility Lender hereby acquires from the LC Facility Issuing Bank, a

participation in each LC Facility Letter of Credit equal to such LC Facility Lender's Ratable Portion of the aggregate amount available to be drawn under such LC Facility Letter of Credit. The aggregate purchase price for the participations of each LC Facility Lender in LC Facility Letters of Credit shall equal the amount of the LC Facility Deposit of such LC Facility Lender. Each LC Facility Lender hereby absolutely and unconditionally agrees that if the LC Facility Issuing Bank makes an LC Facility LC Disbursement which is not reimbursed by the U.S. Borrower on the date due as provided in Section 2.04(e), or is required to refund any reimbursement payment in respect of an LC Facility LC Disbursement to the U.S. Borrower for any reason, the LC Facility Agent shall reimburse the LC Facility Issuing Bank for the amount of such LC Facility LC Disbursement from the Credit-Linked Deposit Account in accordance with Section 2.04(e)(iii). Each LC Facility Lender acknowledges and agrees that its authorization granted hereby and obligations hereunder are unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any LC Facility Letter of Credit or the occurrence and continuance of a Default or the return of the LC Facility Deposits. Without limiting the foregoing, the LC Facility Lenders irrevocably authorize the LC Facility Agent to apply the LC Facility Deposits as provided in this Section 2.04(d)(ii).

(e) Reimbursement.

(i) If an Issuing Bank or the LC Facility Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued by it, the applicable Borrower shall reimburse such LC Disbursement by paying to the Agent (in respect of LC Disbursements under any standby Revolving Letter of Credit or any LC Facility Letter of Credit) or the Issuing Bank (in respect of commercial Revolving Letters of Credit) an amount equal to such LC Disbursement in the currency in which such LC Disbursement is denominated not later than the Business Day immediately following the day that such Borrower receives notice that an LC Disbursement has been made; provided that, so long as no Default is continuing of which the Agent has been notified and subject to the availability of unused Revolving Commitments under the applicable Revolving Facility, the U.S. Borrower, the Canadian Borrower, each Issuing Bank, the Agent and the Lenders hereby agree that in the event an Issuing Bank makes any LC Disbursement under a Revolving Letter of Credit issued pursuant to the U.S. Revolving Facility or the Canadian Revolving Facility and the applicable Borrower shall not have reimbursed such amount when due pursuant to this Section 2.04(e)(i) (of which circumstance, in respect of LC Disbursements under commercial Revolving Letters of Credit, the Issuing Bank for such commercial Revolving Letter of Credit shall have given notice to the Agent), such unreimbursed LC Disbursement and all obligations of such Borrower relating thereto shall be satisfied when due and payable by the borrowing of one or more Revolving Loans denominated in Dollars or Canadian Dollars, as applicable, that are Base Rate Loans or Canadian Base Rate Loans, as applicable, in an amount equal to such unreimbursed LC Disbursement which the U.S. Borrower and the Canadian Borrower hereby acknowledge are requested and the U.S. Revolving Lenders and the Canadian Revolving Lenders hereby agree to fund; provided, further, that prior to any such Revolving Loans being made, the Agent may, but shall not be required to, confirm with the U.S. Borrower that the conditions set forth in Section 4.02 are met, and if the U.S. Borrower does not confirm that such condition shall be met then the Agent shall be under no obligation to cause such U.S. Revolving Loans or Canadian Revolving Loans to be made.

(ii) If a Borrower fails to make any payment due under Section 2.04(e)(i) with respect to a Revolving Letter of Credit when due, the Agent shall notify (in respect of LC Disbursements under commercial Revolving Letters of Credit, to the extent the Issuing Bank notifies the Agent of such failure) each Revolving Lender the applicable Revolving Facility of the applicable Revolving LC Disbursement, the payment then due from such Borrower in respect thereof and such Lender's Ratable Portion thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Agent its Ratable Portion of the payment then due from such Borrower in the currency in which such payment is due, in the same manner as provided in Section 2.02 with respect to Loans made by such Lender (and

Section 2.02 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Agent shall promptly pay to the Issuing Bank that has made the Revolving LC Disbursement the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Agent of any payment from Borrower pursuant to this paragraph, the Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Lenders and the applicable Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any Revolving LC Disbursement (other than the funding of Base Rate Revolving Loans or Canadian Base Rate Revolving Loans as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(iii) If the U.S. Borrower fails to make any payment due under Section 2.04(d)(i) with respect to an LC Facility Letter of Credit (or if the LC Facility Issuing Bank would be required to make an LC Facility LC Disbursement and so requests), the Agent shall notify each LC Facility Lender of the applicable LC Facility LC Disbursement, the payment then due from the U.S. Borrower in respect thereof and such Lender's Ratable Portion thereof, and the LC Facility Agent shall promptly pay to the LC Facility Issuing Bank each LC Facility Lender's Ratable Portion of such LC Facility LC Disbursement from the LC Facility Deposits. Promptly following receipt by the Agent of any payment by or on behalf of the U.S. Borrower in respect of any LC Facility LC Disbursement, the Agent shall distribute such payment to the LC Facility Issuing Bank or, to the extent payments have been made from the LC Facility Deposits, to the LC Facility Agent to be added to the LC Facility Deposits of the LC Facility Lenders in the Credit-Linked Deposit Account in accordance with their respective Ratable Portions. The U.S. Borrower acknowledges that each payment made pursuant to this Section 2.04(e)(iii) in respect of any LC Facility LC Disbursement is required to be made for the benefit of the distributees indicated in the immediately preceding sentence. Any payment made from the Credit-Linked Deposit Account, or from funds of the LC Facility Agent, pursuant to this paragraph or Section 2.18(c) to pay the LC Facility Issuing Bank for any LC Facility LC Disbursement shall not constitute a Loan and shall not relieve the U.S. Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in Section 2.04(e) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank or the LC Facility Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit (except as otherwise provided below), or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.04, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder; provided that the foregoing shall not be construed to excuse the Issuing Bank or the LC Facility Issuing Bank, as applicable, from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's or such LC Facility Issuing Bank's gross negligence or willful misconduct (as finally determined by a court of competent jurisdiction). Neither the Agent, the LC Facility Agent, the Lenders, the Issuing Banks nor the LC Facility Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a

drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank or the LC Facility Issuing Bank, as applicable; provided that the foregoing shall not be construed to excuse the Issuing Bank or the LC Facility Issuing Bank, as applicable from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's or such LC Facility Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. In the absence of gross negligence or willful misconduct on the part of an Issuing Bank or the LC Facility Issuing Bank, such Issuing Bank or LC Facility Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank or the LC Facility Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. An Issuing Bank or the LC Facility Issuing Bank, as applicable, shall, promptly following its receipt thereof, subject to the terms of the applicable Letter of Credit, examine all documents purporting to represent a demand for payment under a Letter of Credit. An Issuing Bank (other than in respect of commercial Letters of Credit) or the LC Facility Issuing Bank as applicable, shall promptly notify the Agent and the Agent shall notify the U.S. Borrower by telephone of such demand for payment and whether such Issuing Bank or such LC Facility Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve any Borrower of its obligation to reimburse the applicable Issuing Bank or LC Facility Issuing Bank and the Revolving Lenders or LC Facility Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank or the LC Facility Issuing Bank, as applicable, shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date Borrower (or any other account party) reimburses such LC Disbursement, at (1) in the case of a Revolving LC Disbursement in Dollars, the rate per annum then applicable to Base Rate Revolving Loans, (2) in the case of a Revolving LC Disbursement in Canadian Dollars, the rate per annum then applicable to Canadian Base Rate Revolving Loans, (3) in the case of Revolving LC Disbursements in any currency other than Dollars or Canadian Dollars, the rate per annum that would be applicable to a Eurocurrency Term Loan denominated in such currency with a one month Interest Period commencing on the date of such LC Disbursement, and (4) in the case of an LC Facility LC Disbursement, the rate per annum that would be applicable to Eurocurrency U.S. Term Loans with a one month Interest Period commencing on the date of such LC Disbursement; provided that, if a Borrower fails to reimburse (or cause another account party to reimburse) such LC Disbursement when due pursuant to Section 2.04(e), then Section 2.11(c) shall apply from such due date until such reimbursement is made. Interest accrued pursuant to this paragraph shall be for the account of the Issuing Bank making such LC Disbursement or the LC Facility Issuing Bank, as applicable, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to Section 2.04(e)(ii) to reimburse an Issuing Bank or from the LC Facility Deposit of any LC Facility Lender pursuant to Section 2.04(e)(iii) to reimburse the LC Facility Issuing Bank, as applicable, shall be for the account of such Lender to the extent of such payment.

(i) Replacement of Issuing Banks and the LC Facility Issuing Bank.

(i) An Issuing Bank may be replaced at any time by written agreement among the U.S. Borrower, the Agent, the replaced Issuing Bank and the successor Issuing Bank. The Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, each Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.10. From and after the effective date of any such replacement, (1) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (2) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or to amend or extend any previously issued Letters of Credit.

(ii) The LC Facility Issuing Bank may be replaced at any time by written agreement among the U.S. Borrower, the Agent, the replaced LC Facility Issuing Bank and the successor LC Facility Issuing Bank. The Agent shall notify the LC Facility Lenders of any such replacement of the LC Facility Issuing Bank. At the time any such replacement shall become effective, each Borrower shall pay all unpaid fees accrued for the account of the replaced LC Facility Issuing Bank pursuant to Section 2.10(c). From and after the effective date of any such replacement, (1) the successor LC Facility Issuing Bank shall have all the rights and obligations of the LC Facility Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (2) references herein to the term "LC Facility Issuing Bank" shall be deemed to refer to such successor or to any previous LC Facility Issuing Bank, or to such successor and all previous LC Facility Issuing Banks, as the context shall require. After the replacement of the LC Facility Issuing Bank hereunder, the replaced LC Facility Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of the LC Facility Issuing Bank under this Agreement with respect to LC Facility Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional LC Facility Letters of Credit or to amend or extend any previously issued Letters of Credit.

(j) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the U.S. Borrower receives notice from the Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, LC Facility Lenders with LC Facility LC Exposure representing greater than 50% of the total LC Facility LC Exposure and/or Revolving Lenders with Revolving LC Exposure representing greater than 50% of the total Revolving LC Exposure) demanding the deposit of cash collateral pursuant to this paragraph or if a Borrower is required to cash collateralize Revolving Letters of Credit pursuant to Section 2.09(e), each Borrower shall deposit in one or more accounts which shall be established at such time by the Agent, in the name of the Agent and for the benefit of the Lenders, the Issuing Banks and the LC Facility Issuing Bank, an amount in cash in the currency in which the applicable LC Facility LC Exposure and/or Revolving LC Exposure, as applicable, is denominated equal to the LC Facility LC Exposure and/or the Revolving LC Exposure, as applicable, as of such date plus any accrued and unpaid fees thereon; provided that the obligation to deposit such cash collateral shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default described in Section 7.01(f) or (g) with respect to the Borrower for which such Letter of Credit was issued. Each such deposit shall be held by the Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement with respect to such LC Facility LC Exposure and/or Revolving LC Exposure and shall be invested in short term cash equivalents selected by the Agent in its sole discretion (it being understood that the Agent shall in no event be liable for the selection of such cash equivalents or for investment losses with respect thereto, including losses incurred

as a result of the liquidation of such cash equivalents prior to stated maturity). The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Agent to reimburse the Issuing Bank or the LC Facility Issuing Bank, as applicable, for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of Borrowers for the LC Facility LC Exposure and/or Revolving LC Exposure, as applicable, at such time. If any Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower promptly and in any event within three Business Days after all Events of Default have been cured or waived. If any Borrower is required to provide an amount of cash collateral hereunder pursuant to Section 2.05(c), such amount (to the extent not applied as aforesaid) shall be returned to such Borrower as and to the extent that, after giving effect to such return, such Borrower would remain in compliance with Section 2.05(c) and no Default shall have occurred and be continuing.

(k) Assignment. The parties acknowledge and agree that (a) the entity acting as Issuing Bank or LC Facility Issuing Bank, in its capacity as such, may, without the consent of any party hereto, assign to an Affiliate all right, title and interest of (the "Affiliate Assigned Rights") in, to and under any and all obligations of the Borrowers under Section 2.04(e) to reimburse the Issuing Bank for Revolving LC Disbursements or the LC Facility Issuing Bank for LC Facility LC Disbursements (the "Reimbursement Obligations"), (b) in respect of all such Reimbursement Obligations constituting Affiliate Assigned Rights, for all purposes of this Agreement such Affiliate shall be deemed the "Issuing Bank" or the "LC Facility Issuing Bank", as applicable, (c) the obligations of the Revolving Lenders and Borrowers to the Issuing Bank and the obligations of the LC Facility Lenders and U.S. Borrower to the LC Facility Issuing Bank shall, in the case of the Affiliate Assigned Rights, inure to the benefit of the Affiliate acquiring or having acquired such Affiliate Assigned Rights and be enforceable by such Affiliate and/or by the Issuing Bank and LC Facility Issuing Bank on behalf of such Affiliate and (d) all payments made by Borrowers and/or any Revolving Lender or LC Facility Lender to such Affiliate acquiring or having acquired such Affiliate Assigned Rights shall discharge all such obligations otherwise owing to the Issuing Bank or LC Facility Issuing Bank that has assigned such Affiliated Assigned Rights, to the extent so paid. The foregoing shall not otherwise affect the rights and obligations of the entities acting as Issuing Banks and LC Facility Issuing Bank hereunder.

(l) Applicability of ISP and UCP. Unless otherwise agreed by the Issuing Bank or the LC Facility Issuing Bank and the applicable Borrower in the applicable letter of credit application, (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance shall apply to each commercial Letter of Credit.

(m) Conversion. On and after any acceleration of the Obligations under Section 7.02, all amounts (i) that the Borrowers are at such time or thereafter become required to reimburse or otherwise pay to the Agent in respect of Revolving LC Disbursements made under any Revolving Letter of Credit, (ii) that the Revolving Lenders are at the time or thereafter become required to pay to the Agent and the Agent is at the time or thereafter becomes required to distribute to an Issuing Bank pursuant to this Section 2.04 in respect of unreimbursed Revolving LC Disbursements made under any Revolving Letter of Credit and (iii) that constitute each Revolving Lender's participation in any Revolving Letter of Credit under which a Revolving LC disbursement has been made, in each case, shall, automatically and with no further action required, be converted into the Dollar Equivalent, calculated as of such date (or in the case of any Revolving LC Disbursement made after such date, on the date such Revolving LC Disbursement is made), of such amounts. On and after such conversion, all amounts accruing and owed to an

Agent, any Issuing Bank or any Lender in respect of the Obligations described in this paragraph shall accrue and be payable in Dollars at the rates otherwise applicable hereunder.

SECTION 2.05 Termination and Reduction of Commitments and LC Facility Deposits.

(a) The U.S. Borrower may, upon at least three Business Days' prior notice to the Agent, terminate in whole or reduce in part the unused portions of the U.S. Revolving Commitments, U.K. Revolving Commitments, Canadian Revolving Commitments, German Revolving Commitments or Irish Revolving Commitments or, prior to the Closing Date, the Term Commitments; provided, however, that each partial reduction shall be in an aggregate amount of not less than the Minimum Currency Threshold. To the extent not previously utilized, all Term Commitments shall terminate at 5:00 p.m. New York City time on the Closing Date.

(b) The U.S. Borrower may at any time or from time to time, upon three Business Days' prior notice to the Agent and the LC Facility Agent, direct the LC Facility Agent to reduce the Total LC Facility Deposit; provided that (i) each partial reduction of the LC Facility Deposits shall be in an integral multiple of \$1.0 million and (ii) the LC Facility Deposits shall not be reduced to the extent that, after giving effect to such reduction, the aggregate LC Facility LC Exposure would exceed the Total LC Facility Deposit. In the event the Total LC Facility Deposit shall be reduced as provided in the preceding sentence, the LC Facility Agent will return the amount in the Credit-Linked Deposit Account in excess of the reduced Total LC Facility Deposit to the Agent which shall make such amount available to the LC Facility Lenders, ratably in accordance with their Ratable Portions of the Total LC Facility Deposit (as determined immediately prior to such reduction).

(c) If any LC Facility Letter of Credit remains outstanding on the LC Facility Maturity Date, the U.S. Borrower will deposit with the Agent, in accordance with Section 2.04(j), an amount in cash equal to the aggregate undrawn amount of all outstanding LC Facility Letters of Credit in order to secure the U.S. Borrower's reimbursement obligations with respect to any drawings that may occur. Subject only to the U.S. Borrower's compliance with its obligations under the preceding sentence, any amount of the LC Facility Deposits in the Credit-Linked Deposit Account will be returned by the LC Facility Agent to the Agent and distributed by the Agent to the LC Facility Lenders on the LC Facility Maturity Date.

SECTION 2.06 Repayment of Loans.

(a) Each Borrower promises to repay on the Scheduled Termination Date the entire unpaid principal amount of the Revolving Loans (and in the case of the U.S. Borrower and the Canadian Borrower, Swingline Loans) made to such Borrower in the currency in which such Loans are denominated.

(b) The U.S. Borrower promises to repay in Dollars the U.S. Term Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	\$8,867,500
06/30/07	\$8,867,500
09/30/07	\$8,867,500
12/31/07	\$8,867,500
03/31/08	\$8,867,500

Date	Amount
06/30/08	\$8,867,500
09/30/08	\$8,867,500
12/31/08	\$8,867,500
03/31/09	\$8,867,500
06/30/09	\$8,867,500
09/30/09	\$8,867,500
12/31/09	\$8,867,500
03/31/10	\$8,867,500
06/30/10	\$8,867,500
09/30/10	\$8,867,500
12/31/10	\$8,867,500
03/31/11	\$8,867,500
06/30/11	\$8,867,500
09/30/11	\$8,867,500
12/31/11	\$8,867,500
03/31/12	\$8,867,500
06/30/12	\$8,867,500

09/30/12	\$8,867,500
12/31/12	\$8,867,500
03/31/13	\$8,867,500
06/30/13	\$8,867,500
9/30/13	\$8,867,500
12/31/13	\$8,867,500
Term Loan Maturity Date	\$3,298,710,000

provided, however, that the U.S. Borrower shall repay the entire unpaid principal amount of the U.S. Term Loans on the Term Loan Maturity Date.

(c) The U.K. Borrower promises to repay in Sterling the U.K. Term Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	£305,000
06/30/07	£305,000
09/30/07	£305,000
12/31/07	£305,000
03/31/08	£305,000
06/30/08	£305,000
09/30/08	£305,000
12/31/08	£305,000

03/31/09

£305,000

06/30/09

£305,000

09/30/09

£305,000

12/31/09

£305,000

03/31/10

£305,000

06/30/10

£305,000

09/30/10

£305,000

-77-

Date	Amount
12/31/10	£305,000
03/31/11	£305,000
06/30/11	£305,000
09/30/11	£305,000
12/31/11	£305,000
03/31/12	£305,000
06/30/12	£305,000
09/30/12	£305,000
12/31/12	£305,000
03/31/13	£305,000
06/30/13	£305,000
09/30/13	£305,000
12/31/13	£305,000

Term Loan Maturity Date

£113,460,000

provided, however, that the U.K. Borrower shall repay the entire unpaid principal amount of the U.K. Term Loans on the Term Loan Maturity Date.

(d) The German-1 Borrower promises to repay in Euros the German Term-1 Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	75,000

06/30/07	75,000
09/30/07	75,000
12/31/07	75,000
03/31/08	75,000
06/30/08	75,000
09/30/08	75,000
12/31/08	75,000
03/31/09	75,000
06/30/09	75,000
09/30/09	75,000
12/31/09	75,000
03/31/10	75,000
06/30/10	75,000
09/30/10	75,000
12/31/10	75,000
03/31/11	75,000
06/30/11	75,000

09/30/11

75,000

12/31/11

75,000

03/31/12

75,000

06/30/12

75,000

09/30/12

75,000

12/31/12

75,000

03/31/13

75,000

Date	Amount
06/30/13	75,000
09/30/13	75,000
12/31/13	75,000
Term Loan Maturity Date	27,900,000

provided, however, that the German-1 Borrower shall repay the entire unpaid principal amount of the German Term-1 Loans on the Term Loan Maturity Date.

(e) The German-2 Borrower promises to repay in Euros the German Term-2 Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	100,000
06/30/07	100,000
09/30/07	100,000
12/31/07	100,000
03/31/08	100,000
06/30/08	100,000
09/30/08	100,000
12/31/08	100,000
03/31/09	100,000
06/30/09	100,000
09/30/09	100,000

12/31/09	100,000
03/31/10	100,000
06/30/10	100,000
09/30/10	100,000
12/31/10	100,000
03/31/11	100,000
06/30/11	100,000
09/30/11	100,000
12/31/11	100,000
03/31/12	100,000
06/30/12	100,000
09/30/12	100,000
12/31/12	100,000
03/31/13	100,000
06/30/13	100,000
09/30/13	100,000
12/31/13	100,000

Term Loan Maturity Date

37,200,000

provided, however, that the German-2 Borrower shall repay the entire unpaid principal amount of the German Term-2 Loans on the Term Loan Maturity Date.

-79-

(f) The Irish Borrower promises to repay in Euros the Irish Term Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	110,000
06/30/07	110,000
09/30/07	110,000
12/31/07	110,000
03/31/08	110,000
06/30/08	110,000
09/30/08	110,000
12/31/08	110,000
03/31/09	110,000
06/30/09	110,000
09/30/09	110,000
12/31/09	110,000
03/31/10	110,000
06/30/10	110,000
09/30/10	110,000
12/31/10	110,000

03/31/11	110,000
06/30/11	110,000
09/30/11	110,000
12/31/11	110,000
03/31/12	110,000
06/30/12	110,000
09/30/12	110,000
12/31/12	110,000
03/31/13	110,000
06/30/13	110,000
09/30/13	110,000
12/31/13	110,000
Term Loan Maturity Date	40,920,000

provided, however, that the Irish Borrower shall repay the entire unpaid principal amount of the Irish Term Loans on the Term Loan Maturity Date.

(g) The U.S. Borrower promises to repay in Yen the Yen Term Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	¥13,555,000
06/30/07	¥13,555,000

09/30/07

¥13,555,000

12/31/07

¥13,555,000

03/31/08

¥13,555,000

06/30/08

¥13,555,000

09/30/08

¥13,555,000

-80-

Date	Amount
12/31/08	¥13,555,000
03/31/09	¥13,555,000
06/30/09	¥13,555,000
09/30/09	¥13,555,000
12/31/09	¥13,555,000
03/31/10	¥13,555,000
06/30/10	¥13,555,000
09/30/10	¥13,555,000
12/31/10	¥13,555,000
03/31/11	¥13,555,000
06/30/11	¥13,555,000
09/30/11	¥13,555,000
12/31/11	¥13,555,000
03/31/12	¥13,555,000
06/30/12	¥13,555,000
09/30/12	¥13,555,000
12/31/12	¥13,555,000

03/31/13	¥13,555,000
06/30/13	¥13,555,000
09/30/13	¥13,555,000
12/31/13	¥13,555,000
Term Loan Maturity Date	¥5,042,460,000

provided, however, that the U.S. Borrower shall repay the entire unpaid principal amount of the Yen Term Loans on the Term Loan Maturity Date.

(h) The Canadian Borrower promises to repay in Dollars the Canadian Term Loans at the dates and in the amounts set forth below:

Date	Amount
03/31/07	\$425,000
06/30/07	\$425,000
09/30/07	\$425,000
12/31/07	\$425,000
03/31/08	\$425,000
06/30/08	\$425,000
09/30/08	\$425,000
12/31/08	\$425,000
03/31/09	\$425,000
06/30/09	\$425,000

09/30/09

\$425,000

12/31/09

\$425,000

03/31/10

\$425,000

06/30/10

\$425,000

09/30/10

\$425,000

12/31/10

\$425,000

03/31/11

\$425,000

Date	Amount
06/30/11	\$425,000
09/30/11	\$425,000
12/31/11	\$425,000
03/31/12	\$425,000
06/30/12	\$425,000
09/30/12	\$425,000
12/31/12	\$425,000
03/31/13	\$425,000
06/30/13	\$425,000
09/30/13	\$425,000
12/31/13	\$425,000

Term Loan Maturity Date

\$158,100,000

provided, however, that the Canadian Borrower shall repay the entire unpaid principal amount of the Canadian Term Loans on the Term Loan Maturity Date; provided, further, that, until the first day following the fifth anniversary of the Closing Date, the Canadian Borrower shall not be required to make any payment (or the applicable portion thereof) under this clause (h) to the extent that such payment, together with any prepayments of the Canadian Term Loans made under Section 2.09, would result in payment of principal in respect of the Canadian Term Loans in an aggregate principal amount in excess of 25% of the aggregate principal amount of the Canadian Term Loans made on the Closing Date (the “Excess Amount”), and, to the extent that any Term Loans (other than the Canadian Term Loans) are outstanding, an amount equal to the Excess Amount shall be applied to the repayment of any of the Term Loans (other than the Canadian Term Loans) by way of repayment by one or more of the Borrowers (other than the Canadian Borrower) of its outstanding Term Loans.

SECTION 2.07 Evidence of Debt.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall maintain accounts in which it shall record (i) the amount of each LC Facility Participation and Loan made hereunder, the Type thereof and the Interest Period (if any) applicable to each Loan hereunder, (ii) the amount of any principal, interest and fees due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Agent hereunder for the account of the Lenders and each Lender' s share thereof.

(c) The entries made in the accounts maintained pursuant to paragraph (a) or (b) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of any Borrower to repay its Obligations in accordance with the terms of this Agreement.

(d) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrower shall reasonably promptly prepare, execute and deliver to such Lender a Revolving Credit Note or Term Loan Note payable to such Lender and its registered assigns and in substantially the form of Exhibit F-1 or Exhibit F-2 hereto, as applicable, with appropriate insertions and deletions. Thereafter, the Loans evidenced by such promissory note and interest thereon

shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein and its registered assigns.

SECTION 2.08 Optional Prepayment of Loans.

(a) Revolving Loans. Each Borrower may upon prior notice to the Agent not later than 11:00 a.m. (New York City time) (i) at least three Business Days prior to the date of prepayment, in the case of any prepayment of Eurocurrency Rate Loans or BA Rate Loans, (ii) at least one Business Day prior to the date of prepayment in the case of Base Rate Loans or Canadian Base Rate Loans or (iii) on the date of prepayment, in the case of Swingline Loans, prepay without premium or penalty the outstanding principal amount of any or all of its Revolving Loans and Swingline Loans, as applicable, in whole or in part at any time in the currencies in which such Loans are denominated; provided, however, that if any prepayment of any Eurocurrency Rate Loan or BA Rate Loan is made by a Borrower other than on the last day of an Interest Period for such Loan, such Borrower shall also pay all interest and fees accrued to the date of such prepayment on the principal amount prepaid and any amount owing pursuant to Section 2.14(e); provided, further, that each partial prepayment shall be in an aggregate principal amount not less than the applicable Minimum Currency Threshold. Upon the giving of any notice of prepayment, the principal amount of Revolving Loans or Swingline Loans specified therein to be prepaid shall become due and payable on the date specified therein for such prepayment (except that any notice of prepayment in connection with the refinancing of all of the Facilities may be contingent upon the consummation of such refinancing).

(b) Term Loans. Any Borrower may, upon prior notice to the Agent not later than 11:00 a.m. (New York City time) (i) at least three Business Days prior to the date of prepayment, in the case of any prepayment of Eurocurrency Rate Loans and (ii) at least one Business Day prior to the date of prepayment, in the case of any prepayment of Base Rate Loans, prepay without premium or penalty its Term Loans in the currency in which such Term Loans are denominated, in whole or in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, however, that if any prepayment of any Eurocurrency Rate Loan is made by a Borrower other than on the last day of an Interest Period for such Loan, such Borrower shall also pay any amounts owing pursuant to Section 2.14(e); provided, further, that each partial prepayment shall be in an aggregate amount not less than the Minimum Currency Threshold and that any such partial prepayment shall be applied to reduce the remaining installments of the outstanding principal amount of the Term Loans as directed by the U.S. Borrower. Upon the giving of any notice of prepayment, the principal amount of the Term Loans specified therein to be prepaid shall become due and payable on the date specified therein for such prepayment (except that any notice of prepayment in connection with the refinancing of all of the Facilities may be contingent upon the consummation of such refinancing).

SECTION 2.09 Mandatory Prepayment of Loans.

(a) Subject to clause (d) below, no later than three Business Days after the earlier of (i) ninety (90) days after the end of each fiscal year of the U.S. Borrower, commencing with the fiscal year ending on September 30, 2008, and (ii) the date on which the financial statements with respect to such fiscal year are delivered pursuant to Section 5.01(a) (the "Excess Cash Flow Application Date"), the U.S. Borrower shall prepay (or cause the other Borrowers to prepay) outstanding Term Loans in an aggregate principal amount equal to 50% of Excess Cash Flow for the fiscal year then ended; provided that the amount of such prepayment shall be reduced to 25% of such Excess Cash Flow if the Consolidated Leverage Ratio of the U.S. Borrower at the end of such fiscal year shall be equal to or less than 5.25 to 1.00, but greater than 4.50 to 1.00, and (ii) such prepayment shall not be required if the Consolidated Leverage Ratio of the U.S. Borrower at the end of such fiscal year shall be equal to or less than 4.50 to 1.00; provided, further, that the amount of such prepayment shall be further reduced (without duplication

of any amount that has reduced the amount of Loans required to be prepaid pursuant to this clause (a) in any other year) by an amount equal to the amount of Loans prepaid pursuant to Section 2.08 during the time period commencing at the beginning of the fiscal year with respect to which such prepayment is required and ending on the day preceding the Excess Cash Flow Application Date (other than a prepayment of Revolving Loans or Swingline Loans except to the extent accompanied by a corresponding reduction in the amount of the Revolving Commitments), other than prepayments funded with the proceeds of the incurrence of Indebtedness (other than under any revolving credit facility).

(b) Subject to clause (d) below, on each occasion that a Prepayment Event occurs, the U.S. Borrower shall (or shall cause the other Borrowers to) within five Business Days after the occurrence of such Prepayment Event (or, in the case of Deferred Net Cash Proceeds, within five Business Days after the last day of the Reinvestment Period relating to such Prepayment Event), prepay, in accordance with clause (c) below, a principal amount of Term Loans equal to 100% of the Net Cash Proceeds from such Prepayment Event; provided that no prepayment shall be required as a result of any Asset Sale Prepayment Event until the aggregate amount of Net Cash Proceeds from all Asset Sale Prepayment Events following the Closing Date that have not previously been applied to prepay Loans in accordance with this Section 2.09 exceeds \$100.0 million and then only the excess over \$100.0 million shall be required to be applied to prepay Loans.

(c) The U.S. Borrower shall deliver to the Agent, at the time of each prepayment required under Section 2.09(a) or (b), (i) a certificate signed by a Financial Officer of the U.S. Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (ii) to the extent practicable, at least three (3) Business Days prior written notice of such prepayment. Amounts required to be applied to the prepayment of Term Loans in accordance with clauses (a) and (b) above shall be applied pro rata to prepay Term Loans under the Term Loan Facilities (based on the Dollar Equivalent amount of Term Loans outstanding under each Term Facility on the date of prepayment) and shall be applied to scheduled amortization of such Term Loans as directed by the U.S. Borrower. Each notice of prepayment shall specify the prepayment date, the Type of each Loan being prepaid and the principal amount of each Loan (or portion thereof) to be prepaid. Prepayments shall be accompanied by accrued interest as required by Section 2.11. All prepayments of Borrowings under this Section 2.09 shall be subject to Section 2.14, but shall otherwise be without premium or penalty.

(d) Notwithstanding the foregoing, the Canadian Borrower shall not be required to make any prepayment of Canadian Term Loans under this Section 2.09 to the extent that any required prepayment pursuant to this Section 2.09 occurring prior to the first day following the fifth anniversary of the Closing Date, together with any repayments of the Canadian Term Loans made under Section 2.06(h), would result in repayment of the Canadian Term Loans in an aggregate principal amount in excess of 25% of the aggregate principal amount of the Canadian Term Loans made on the Closing Date, and, to the extent that any Term Loans (other than the Canadian Term Loans) are outstanding, an amount equal to the Excess Amount shall be applied to the repayment of any of the Term Loans (other than the Canadian Term Loans) by way of repayment by one or more of the Borrowers (other than the Canadian Borrower) of its outstanding Term Loans.

(e) If at any time the Agent notifies the U.S. Borrower that the aggregate Dollar Equivalent of Revolving Credit Outstandings (it being understood that with respect to the U.S. Revolving Facility, commercial Revolving Letters of Credit having a Revolving LC Exposure of \$15.0 million shall at all times be deemed to be outstanding) under any Revolving Facility exceeds the aggregate Revolving Commitments under such Revolving Facility at such time, each Borrower under such Revolving Facility shall forthwith prepay on a pro rata basis with any other Borrower under such Revolving Facility an amount of Revolving Loans made to such Borrower under such Revolving Facility then outstanding in an aggregate amount with respect to the Borrower(s) under such Revolving Facility equal to such excess;

provided, however, that, to the extent such excess results solely by reason of a change in exchange rates, no Borrower shall be required to make such prepayment unless the amount of such excess causes the Revolving Credit Outstandings under such Revolving Facility to exceed 105% of the Revolving Commitments under such Revolving Facility. If any such excess remains after prepayment in full of the aggregate outstanding Revolving Loans under the applicable Revolving Facility, each applicable Borrower shall provide cash collateral on a pro rata basis with any other Borrower under such Revolving Facility for the Revolving Letters of Credit issued for the account of such Borrower under such Revolving Facility in the manner set forth in Section 2.04(j) in an aggregate amount with respect to the Borrower(s) under such Revolving Facility equal to such excess.

SECTION 2.10 Fees.

(a) Revolving Commitment Fees. Each Borrower, severally and not jointly with each other Borrower that, in accordance with Section 2.01, has the ability to borrow under a Revolving Facility with such Borrower, agrees to pay, in Dollars in immediately available funds, (i) to each Revolving Lender a commitment fee (a "Revolving Commitment Fee") on the Dollar Equivalent of the actual daily amount by which the Revolving Commitment of such Revolving Lender under the applicable Revolving Facility exceeds such Revolving Lender's Ratable Portion of the sum of (A) the aggregate outstanding principal amount of Revolving Loans under such Revolving Facility and (B) the aggregate Revolving LC Exposure under such Revolving Facility, in each case, from the date hereof through the Revolving Credit Termination Date for such Revolving Facility at the Applicable Rate, payable in arrears (x) for the preceding calendar quarter, no later than the tenth Business Day of each calendar quarter, commencing on the first such Business Day following the Closing Date and (y) on the Revolving Credit Termination Date for such Revolving Facility; provided that if more than one Borrower has the ability to borrow under such Revolving Facility, then each such Borrower shall severally be obligated to pay an equal amount of the aggregate Revolving Credit Commitment Fee under such Revolving Facility.

(b) Revolving Letter of Credit Fees. Each Borrower agrees to pay, in immediately available funds, the following amounts denominated in Dollars with respect to Revolving Letters of Credit issued by any Issuing Bank at the request of such Borrower:

(i) (x) to each Issuing Bank with respect to each Revolving Letter of Credit that is a standby Letter of Credit issued by such Issuing Bank, an issuance fee equal to a percentage to be agreed to by such Issuing Bank and the U.S. Borrower of the Dollar Equivalent of the maximum undrawn amount of such Revolving Letter of Credit, and (y) to each Issuing Bank with respect to each commercial Revolving Letter of Credit issued by such Issuing Bank, an issuance fee equal to a percentage to be agreed to by such Issuing Bank and the U.S. Borrower of the Dollar Equivalent of the Net Daily Amount of such Revolving Letter of Credit, in each case payable in arrears (A) for the preceding calendar quarter, no later than the tenth Business Day of each calendar quarter, commencing on the first such Business Day following the issuance of such Letter of Credit and (B) on the Revolving Credit Termination Date for the Revolving Facility under which such Revolving Letter of Credit was issued;

(ii) to the Agent for the ratable benefit of the Revolving Lenders under any Revolving Facility under which a Revolving Letter of Credit was issued, a fee (a "Revolving LC Fee") accruing at a rate per annum equal to the Applicable Rate (x) for each standby Letter of Credit calculated on the Dollar Equivalent of the maximum undrawn face amount of such Letter of Credit and (y) for each commercial Letter of Credit calculated on the Dollar Equivalent of the Net Daily Amount of each commercial Letter of Credit, payable in arrears (A) no later than the tenth Business Day of each calendar quarter, commencing on the first such Business Day following the

issuance of such Letter of Credit and (B) on the Revolving Credit Termination Date for the Revolving Facility under which such Revolving Letter of Credit was issued; and

(iii) to each Issuing Bank with respect to any Revolving Letter of Credit issued by it, with respect to the issuance, amendment or transfer of each Revolving Letter of Credit and each drawing made thereunder, documentary and processing charges in accordance with such Issuing Bank's standard schedule for such charges in effect at the time of issuance, amendment, transfer or drawing, as the case may be.

(c) LC Facility LC Fees. The U.S. Borrower agrees to pay:

(i) in addition to the fees payable to the LC Facility Lenders pursuant to Section 2.18(b), to the Agent for the account of each LC Facility Lender a participation fee (an "LC Facility LC Fee") with respect to its LC Facility Deposit, which shall accrue at the Applicable Rate from time to time in effect on the daily amount of such LC Facility Lender's LC Facility Deposit during the period from and including the Closing Date to but excluding the date on which the entire amount of such Lender's LC Facility Deposit is returned to it;

(ii) to the LC Facility Issuing Bank, with respect to each LC Facility Letter of Credit, an issuance fee equal to a percentage per annum to be agreed to by the U.S. Borrower and the LC Facility Issuing Bank on the daily amount of the maximum undrawn face amount of such LC Facility Letter of Credit, payable in arrears on the daily amount (A) no later than the tenth Business Day of each calendar quarter, commencing on the first such Business Day following the issuance of such Letter of Credit, and (B) on the LC Facility Maturity Date; and

(iii) the LC Facility Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

LC Facility LC Fees and fronting fees on LC Facility Letters of Credit accrued through and including the last day of March, June, September and December of each calendar year shall be payable on the tenth Business Day following such last day, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the LC Facility Deposits are returned to the LC Facility Lenders and any such fees accruing after the date on which the LC Facility Deposits are returned to the LC Facility Lenders shall be payable on demand. Any other fees payable to the LC Facility Issuing Bank pursuant to this clause (c) shall be payable within ten days after demand. All LC Facility LC Fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(d) Additional Fees. The U.S. Borrower shall pay to the Agent additional fees as have been separately agreed.

SECTION 2.11 Interest.

(a) Rate of Interest.

(i) Subject to the terms and conditions set forth in this Agreement (A) at the option of the applicable Borrower, all Loans denominated in Dollars (other than Swingline Loans) shall be made as Base Rate Loans or Eurocurrency Rate Loans, (B) at the option of the U.S. Borrower or the Canadian Borrower, as applicable, all Loans denominated in Canadian Dollars (other than Swingline Loans) shall be made as Canadian Base Rate Loans or BA Rate Loans; provided, however, that all such Loans pursuant to the foregoing subclauses (A) and (B) shall be made as Base Rate Loans or Canadian Base Rate

Loans, as applicable, unless, subject to Section 2.14, the Borrowing Request specifies that all or a portion thereof shall be Eurocurrency Rate Loans or BA Rate Loans, as applicable, (C) all U.S. Swingline Loans shall be made as Base Rate Loans, (D) all Canadian Swingline Loans shall be made as Canadian Base Rate Loans and (E) all Loans denominated in any currency other than Dollars or Canadian Dollars shall be made as Eurocurrency Rate Loans.

(ii) All Loans shall bear interest on the unpaid principal amount thereof from the date such Loans are made as follows:

(A) if a Base Rate Loan, at a rate per annum equal to the sum of (1) the Base Rate as in effect from time to time and (2) the Applicable Rate in effect from time to time;

(B) if a Canadian Base Rate Loan, at a rate per annum equal to the sum of (1) the Canadian Base Rate in effect from time to time and (2) the Applicable Rate in effect from time to time;

(C) if a Eurocurrency Rate Loan, at a rate per annum equal to the sum of (A) the Eurocurrency Rate determined for the applicable Eurocurrency Interest Period, (B) the Applicable Rate in effect from time to time during such Eurocurrency Interest Period and (C) if applicable, Mandatory Costs;

(D) if a BA Rate Loan, at a rate per annum equal to the sum of (A) the BA Rate determined for the applicable BA Interest Period and (B) the Applicable Rate in effect from time to time during such BA Interest Period.

(b) Interest Payments. (i) Interest accrued on each Base Rate Loan or Canadian Base Rate Loan, in each case other than any Swingline Loan, shall be payable in arrears (A) for the preceding calendar quarter, no later than the fourth Business Day of each calendar quarter, commencing on the first such day following the making of such Base Rate Loan or Canadian Base Rate Loan, (B) in the case of Base Rate Loans that are Term Loans, upon the payment or prepayment thereof in full or in part and (C) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Base Rate Loan or Canadian Base Rate Loan, (ii) interest accrued on each Swingline Loan shall be payable in arrears for the preceding calendar quarter no later than the fourth Business Day of each calendar quarter, (iii) interest accrued on each Eurocurrency Rate Loan and each BA Rate Loan shall be payable in arrears (A) on the last day of each Interest Period applicable to such Loan and, if such Interest Period has a duration of more than three months, on each date during such Interest Period occurring every three months from the first day of such Interest Period, (B) upon the payment or prepayment thereof in full or in part and (C) if not previously paid in full, at maturity (whether by acceleration or otherwise) of such Eurocurrency Rate Loan or BA Rate Loan, as the case may be, and (iv) interest accrued on the amount of all other Obligations shall be payable on demand from and after the time such Obligation becomes due and payable (whether by acceleration or otherwise).

(c) Default Interest. If all or a portion of (i) the principal amount of any Loan or any LC Disbursement or (ii) any interest payable thereon, LC Facility LC Fees or Revolving LC Fees shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum that is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto plus 2%, (y) in the case of any LC Disbursement, at the rate applicable under Section 2.04(h) plus 2% and (z) in the case of any overdue interest, LC Facility LC Fees or Revolving LC Fees, to the extent permitted by applicable law, the rate described in Section 2.10 or Section 2.11(a), as applicable, plus 2% from and including the date of such non-payment to but excluding the date on which such amount is paid in full (after as well as before judgment).

(d) Criminal Interest Rate/Interest Act (Canada).

(i) For purposes of the Interest Act (Canada), whenever any interest is calculated on the basis of a period of time other than a year of 365 or 366 days, as applicable, the annual rate of interest to which each rate of interest utilized pursuant to such calculation is equivalent is such rate so utilized multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in such calculation. For the purposes of the Interest Act (Canada), the principle of deemed reinvestment of interest will not apply to any interest calculation under the Loan Documents, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

(ii) If any provision of this Agreement or any of the other Loan Documents would obligate the Canadian Borrower to make any payment of interest or other amount payable to any Lender under any Loan Documents in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Lender of interest at a criminal rate (as construed under the Criminal Code (Canada)), then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by that Lender of interest at a criminal rate, the adjustment to be effected, to the extent necessary, (A) first, by reducing the amount or rate of interest required to be paid to the affected Lender under this Section 2.11 and (B) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(iii) Notwithstanding clause (d)(ii), and after giving effect to all adjustments contemplated thereby, if any Lender shall have received an amount in excess of the maximum permitted by the Criminal Code (Canada), then the Canadian Borrower shall be entitled, by notice in writing to the affected Lender, to obtain reimbursement from that Lender in an amount equal to the excess, and pending reimbursement, the amount of the excess shall be deemed to be an amount payable by that Lender to the Canadian Borrower.

(iv) Any amount or rate of interest referred to in this Section 2.11(d) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of the Agreement on the assumption that any charges, fees or expenses that fall within the meaning of interest (as defined in the Criminal Code (Canada)) shall be prorated over that period of time and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Agent shall be conclusive for the purposes of that determination.

SECTION 2.12 Conversion/Continuation Options.

(a) (i) Each Borrower may elect (x) at any time on any Business Day to convert Base Rate Loans (other than Swingline Loans) or any portion thereof to Eurocurrency Rate Loans or (y) at the end of any Eurocurrency Interest Period applicable to any Loan that is denominated in Dollars, to convert such Loan into a Base Rate Loan, (ii) the U.S. Borrower or the Canadian Borrower may elect (x) at any time on any Business Day to convert Canadian Base Rate Loans (other than Canadian Swingline Loans) to BA Rate Loans or (y) at the end of any BA Interest Period, to convert BA Rate Loans to Canadian Base Rate Loans, (iii) each Borrower may elect at the end of any applicable Interest Period, to continue Eurocurrency Rate Loans or BA Rate Loans or any portion thereof for an additional Interest Period; provided, however, that in the case of clauses (i) and (ii) above the aggregate amount of the Eurocurrency Rate Loans or BA Rate Loans, as the case may be, for each Interest Period shall not be less than the Minimum Currency Threshold. Each conversion or continuation shall be allocated among the Loans of each Lender in accordance with such Lender's Ratable Portion. Each such election shall be in substantially the form

of Exhibit G and shall be made by giving the Agent prior written notice by 12:00 noon (New York City time) at least three Business Days in advance specifying (A) the amount and type of Loan being converted or continued, (B) in the case of a conversion to or a continuation of Eurocurrency Rate Loans or BA Rate Loans, the applicable Interest Period and (C) in the case of a conversion, the date of such conversion.

(b) The Agent shall promptly notify each applicable Lender of its receipt of an Interest Election Request and of the options selected therein. Notwithstanding the foregoing, (i) Loans denominated in any currency other than Dollars may not be converted to Base Rate Loans, (ii) Loans denominated in any currency other than Canadian Dollars may not be converted to Canadian Base Rate Loans or BA Rate Loans, (iii) Loans denominated in Canadian Dollars may not be converted into Eurocurrency Rate Loans, (iv) no (A) conversion in whole or in part of Base Rate Loans to Eurocurrency Rate Loans or Canadian Base Rate Loans to BA Rate Loans, (B) continuation in whole or in part of Eurocurrency Rate Loans denominated in Dollars or BA Rate Loans upon the expiration of any applicable Interest Period or (C) continuation of any Eurocurrency Rate Loan denominated in any currency other than Dollars for a Eurocurrency Interest Period of other than one month's duration, in each case, shall be permitted at any time at which (I) an Event of Default shall have occurred and be continuing and the Agent or the Required Lenders shall have determined not to permit such continuation or conversion or (II) the continuation of, or conversion into, a Eurocurrency Rate Loan or BA Rate Loans would violate any provision of Section 2.14(b). If, within the time period required under the terms of this Section 2.12, the Agent does not receive an Interest Election Request from the applicable Borrower containing a permitted election to continue any Eurocurrency Rate Loans or BA Rate Loans for an additional Interest Period or to convert any such Loans, then, upon the expiration of the applicable Interest Period, Loans denominated in Dollars shall be automatically converted into Base Rate Loans, Loans denominated in Canadian Dollars shall be automatically converted into Canadian Base Rate Loans and Loans denominated in any currency other than Dollars or Canadian Dollars shall be automatically continued as Eurocurrency Rate Loans with a Eurocurrency Interest Period of one month. Each Interest Election Request shall be irrevocable.

SECTION 2.13 Payments and Computations.

(a) Each Borrower shall make each payment hereunder (including fees and expenses) not later than 1:00 p.m. (New York City time) on the day when due, in the currency specified herein (or, if no such currency is specified, in Dollars), except as specified in the following sentence, to the Agent at the Agent's Office for payments in such currency in immediately available funds without setoff or counterclaim. The Agent shall promptly thereafter cause to be distributed immediately available funds relating to the payment of principal, interest or fees to the Applicable Lending Offices of the applicable Lenders for such payments in accordance with their Ratable Portions of the applicable payment; provided, however, that (x) amounts payable pursuant to Section 2.14 or Section 2.15 shall be paid only to the affected LC Facility Issuing Bank, Issuing Bank, Lender or Lenders, (y) amounts payable with respect to Swingline Loans shall be paid only to the applicable Swingline Lender and (z) amounts payable to the Issuing Banks and LC Facility Issuing Bank in accordance with Section 2.10 shall be paid directly to such Issuing Banks and LC Facility Issuing Bank. Payments received by the Agent (or other applicable party) after 1:00 p.m. (New York City time) shall be deemed to be received on the next Business Day.

(b) All computations of interest and of fees shall be made by the Agent on the basis of a year of 360 days (other than computations of interest (i) for LC Facility LC Fees, Base Rate Loans, Canadian Base Rate Loans and Loans denominated in Sterling which shall be made by the Agent on the basis of a year of 365 or 366 days, as the case may be, and (ii) for BA Rate Loans which shall be made by the Agent on the basis of a year of 365 days), in each case, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest and fees are payable.

Each determination by the Agent of a rate of interest hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Except as otherwise provided herein, each payment by a Borrower with respect to any Loan or Letter of Credit and each reimbursement of reimbursable expenses or indemnified liabilities shall be made in the currency in which such Loan was made, such Letter of Credit issued or such expense or liability was incurred.

(d) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, the due date for such payment shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fees, as the case may be; provided, however, that, if such extension would cause payment of interest on or principal of any Eurocurrency Rate Loan to be made in the next calendar month, such payment shall be made on the immediately preceding Business Day. All repayments of any Revolving Loans or Term Loans that are denominated in Dollars or Canadian Dollars shall be applied as follows: first, to repay such Loans outstanding as Base Rate Loans or Canadian Base Rate Loans, as applicable, and second, to repay such Loans outstanding as Eurocurrency Rate Loans or BA Rate Loans, with those Eurocurrency Rate Loans or BA Rate Loans having earlier expiring Interest Periods being repaid prior to those having later expiring Interest Periods.

(e) Unless the Agent shall have received notice from any Borrower to the Lenders prior to the date on which any payment is due hereunder that the such Borrower will not make such payment in full, the Agent may assume that the such Borrower has made such payment in full to the Agent on such date and the Agent may, in reliance upon such assumption, cause to be distributed to each applicable Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that such Borrower shall not have made such payment in full to the Agent, each applicable Lender shall repay to the Agent forthwith on demand such amount distributed to such Lender together with interest thereon (at the Interbank Rate for the first Business Day, and, thereafter, at the rate applicable to Base Rate Loans) for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Agent.

SECTION 2.14 Increased Costs; Change of Law, Etc.

(a) Determination of Interest Rate. Each of the (i) Eurocurrency Rate for each Eurocurrency Interest Period for Eurocurrency Rate Loans and (ii) the BA Rate for each BA Interest Period for BA Rate Loans shall be determined by the Agent pursuant to the procedures set forth in the definition of "Eurocurrency Rate" or "BA Rate", as applicable. The Benchmark LIBOR Rate for each day shall be determined by the LC Facility Agent and notified to the Agent.

(b) Interest Rate Unascertainable, Inadequate or Unfair. In the event that (i) the Agent determines that adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Eurocurrency Rate, the Benchmark LIBOR Rate or the BA Rate then being determined is to be fixed or (ii) the Required Class Lenders of the affected Facility notify the Agent that the Eurocurrency Rate, the Benchmark LIBOR Rate or the BA Rate for any Interest Period (or, in the case of the Benchmark LIBOR Rate, other period) will not adequately reflect the cost to the Lenders of making or maintaining such Loans or LC Facility Deposits in the applicable currency for such Interest Period or other period, the Agent shall forthwith so notify the U.S. Borrower and the Lenders, whereupon (w) the LC Facility Deposits shall be invested so as to earn a return equal to the greater of the Federal Funds Effective Rate and a rate determined by the LC Facility Agent in accordance with banking industry rules on interbank compensation, (x) each affected Eurocurrency Rate Loan denominated in Dollars shall automatically, on the last day of the current Interest Period for such Loan, convert into a Base Rate Loan and

the obligations of the Revolving Lenders and the U.S. Term Loan Lenders to make Eurocurrency Rate Loans denominated in Dollars or to convert Base Rate Loans into Eurocurrency Rate Loans shall be suspended until the Agent shall notify the U.S. Borrower that the Required Class Lenders under the affected Facility have determined that the circumstances causing such suspension no longer exist, (y) each BA Rate Loan shall automatically, on the last day of the current Interest Period for such Loan, convert into a Canadian Base Rate Loan and the obligations of the Canadian Revolving Lenders to make BA Rate Loans or to convert Canadian Base Rate Loans into BA Rate Loans shall be suspended until the Agent shall notify the U.S. Borrower that the Required Class Lenders under the affected Facility have determined that the circumstances causing such suspension no longer exist and (z) each Eurocurrency Rate Loan that is denominated in a currency other than Dollars, the affected Eurocurrency Rate Loans shall be made or continued, as the case may be, as Eurocurrency Rate Loans with an Interest Period of one month and the amount of interest payable in respect of any such Eurocurrency Rate Loan shall be determined in accordance with the following provisions:

(i) if the Agent so requires, within five days of such notification the Agent and the applicable Borrower, as applicable, shall enter into negotiations with a view to agreeing on a substitute basis for determining the rate of interest (a "Substitute Interest Rate") which may be applicable to affected Eurocurrency Rate Loans of such Borrower in the future and any such Substitute Interest Rate that is agreed shall take effect in accordance with its terms and be binding on each party hereto; provided that the Agent may not agree on any such Substitute Interest Rate without the prior consent of the Required Class Lenders under the affected Facility;

(ii) if no Substitute Interest Rate is agreed pursuant to clause (i) above, any affected Eurocurrency Rate Loan shall bear interest during the subsequent Interest Period at the rate per annum otherwise applicable to Eurocurrency Rate Loans under such Facility, except that in the place of the Eurocurrency Rate, in respect of Eurocurrency Rate Loans denominated in any currency other than Dollars, the Agent shall use the cost to the applicable Lender (as conclusively certified by such Lender in a certificate to the Agent and the applicable Borrower and expressed as a rate per annum) and containing a general description of the source selected of funding such Loan from whatever source it shall reasonably select; and

(iii) if the Agent has required a Borrower to enter into negotiations pursuant to clause (i) above, the Agent may (acting on the instructions of the Required Class Lenders under the affected Facility) declare that no further Eurocurrency Rate Loans in the applicable currency shall be converted, continued or made unless a Substitute Interest Rate has been agreed by the applicable Borrower and the Agent within 30 days of the Agent having so required negotiations.

(c) Increased Costs.

(i) If any Change in Law shall:

(A) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender, Issuing Bank or LC Facility Issuing Bank (except any such reserve requirement reflected in the Eurocurrency Rate);

(B) impose on any Lender or the London interbank market any other condition affecting this Agreement or Eurocurrency Rate Loans or BA Rate Loans made by such Lender or LC Facility Deposits maintained by such Lender; or

(C) subject any Lender, Issuing Bank or LC Facility Issuing Bank to any Taxes or change the basis of taxation of such Lender, Issuing Bank or LC Facility Issuing Bank except for Indemnified Taxes indemnifiable under Section 2.15 or Excluded Taxes;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan or LC Facility Deposit or the cost to an Issuing Bank or LC Facility Issuing Bank of issuing or maintaining Letters of Credit or to reduce the amount of any sum received or receivable by such Lender, Issuing Bank or LC Facility Issuing Bank hereunder (whether of principal, interest or otherwise), then, following delivery of the certificate contemplated by paragraph (iii) of this clause (c), the applicable Borrower will pay to such Lender, Issuing Bank or LC Facility Issuing Bank in accordance with clause (iii) below such additional amount or amounts as will compensate such Lender, Issuing Bank or LC Facility Issuing Bank for such additional costs incurred or reduction suffered.

(ii) If any Lender, Issuing Bank or LC Facility Issuing Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, LC Facility Deposits maintained by such Lender or Letters of Credit issued by such Issuing Bank or LC Facility Issuing Bank to a level below that which such Person or such Person's holding company could have achieved but for such Change in Law other than due to Indemnified Taxes indemnifiable under Section 2.15 or Excluded Taxes (taking into consideration such Person's policies and the policies of such Person's holding company with respect to capital adequacy), then from time to time following delivery of the certificate contemplated by paragraph (iii) of this clause (c) of this Section the applicable Borrower will pay to such Lender, Issuing Bank or LC Facility Issuing Bank in accordance with clause (ii) below such additional amount or amounts as will compensate such Person or such Person's holding company for any such reduction suffered.

(iii) A certificate of a Lender, Issuing Bank or LC Facility Issuing Bank setting forth the amount or amounts necessary to compensate such Lender, Issuing Bank or LC Facility Issuing Bank or its holding company as specified in paragraph (i) or (ii) of this clause (c) and setting forth in reasonable detail the manner in which such amount or amounts were determined shall be delivered to the applicable Borrower and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender, Issuing Bank or LC Facility Issuing Bank the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(iv) Failure or delay on the part of any Lender, Issuing Bank or LC Facility Issuing Bank to demand compensation pursuant to this clause (c) shall not constitute a waiver of such Person's right to demand such compensation; provided that no Borrower shall be required to compensate a Lender, Issuing Bank or LC Facility Issuing Bank pursuant to this clause (c) for any increased costs or reductions incurred more than 180 days prior to the date that such Lender, Issuing Bank or LC Facility Issuing Bank notifies such Borrower of the Change in Law giving rise to such increased costs or reductions and of such Person's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(d) Illegality. Notwithstanding any other provision of this Agreement, if any Lender determines that the introduction of, or any change in or in the interpretation of, any law, treaty or governmental rule, regulation or order after the date of this Agreement shall make it unlawful, or any central bank or other Governmental Authority shall assert that it is unlawful, for such Lender or its Applicable Lending Office to make Eurocurrency Rate Loans or BA Rate Loans or to continue to fund or maintain Eurocurrency Rate Loans or BA Rate Loans, then, on notice thereof and demand therefor by such Lender to the U.S. Borrower through the Agent, (i) the obligation of such Lender to make or to continue Eurocurrency

Rate Loans or BA Rate Loans and to convert Base Rate Loans into Eurocurrency Rate Loans or BA Rate Loans shall be suspended, and each such Lender shall make a Base Rate Loan or Canadian Base Rate Loan, as applicable, as part of any requested Borrowing of Eurocurrency Rate Loans or BA Rate Loans, (ii) if any affected Loans are then outstanding that are denominated in Dollars or Canadian Dollars as Eurocurrency Rate Loans or BA Rate Loans, the applicable Borrower shall immediately convert each such Loan into Base Rate Loans or Canadian Base Rate Loans, as applicable and (iii) in the case of any affected Loans that are not denominated in Dollars or Canadian Dollars, such Loans shall bear interest at an alternate rate determined by the Agent to adequately reflect such Lender's cost of capital. If, at any time after a Lender gives notice under this clause (d), such Lender determines that it may lawfully make Eurocurrency Rate Loans or BA Rate Loans, such Lender shall promptly give notice of that determination to the U.S. Borrower and the Agent, and the Agent shall promptly transmit the notice to each other Lender. Each Borrower's right to request, and such Lender's obligation, if any, to make Eurocurrency Rate Loans or BA Rate Loans, as applicable, shall thereupon be restored.

(e) Breakage Costs. In addition to all amounts required to be paid by the Borrowers pursuant to Section 2.11, each Borrower shall compensate each Lender that has made a Loan to such Borrower, upon written request in accordance with this paragraph (e), for all losses, expenses and liabilities (including any loss or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Lender's Eurocurrency Rate Loans or BA Rate Loans to such Borrower but excluding any loss of the Applicable Rate on the relevant Loans) that such Lender may sustain (i) if for any reason (other than by reason of such Lender being a Non-Funding Lender) a proposed Borrowing, conversion into or continuation of Eurocurrency Rate Loans or BA Rate Loans does not occur on a date specified therefor in a Borrowing Request or a Interest Election Request given by a Borrower or in a telephonic request by it for borrowing or conversion or continuation or a successive Interest Period does not commence after notice therefor is given pursuant to Section 2.12, (ii) if for any reason any Eurocurrency Rate Loan or BA Rate Loan is repaid or prepaid (including pursuant to Section 2.09) on a date that is not the last day of the applicable Interest Period, (iii) as a consequence of a required conversion of a Eurocurrency Rate Loan or BA Rate Loan to a Base Rate Loan or Canadian Base Rate Loans, as applicable, as a result of any of the events indicated in clause (d) above or (iv) as a result of any assignment of any Eurocurrency Rate Loans or BA Rate Loans pursuant to a request by the applicable Borrower pursuant to Section 2.17. In the case of a Eurocurrency Rate Loan, such loss, cost or expense to any Lender shall be deemed to be the amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Eurocurrency Rate that would have been applicable to such Loan for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. For the purpose of calculating amounts payable to a Lender under this subsection, each Lender shall be deemed to have actually funded its relevant BA Rate Loan through the purchase of a deposit bearing interest at the BA Rate in an amount equal to the amount of that BA Rate Loan and having a maturity comparable to the relevant BA Interest Period; provided, that each Lender may fund each of its BA Rate Loans in any manner it sees fit, and the foregoing assumption shall be utilized only for the calculation of amounts payable under this subsection. The applicable Borrower shall pay the applicable Lender the amount shown as due on any certificate delivered to such Borrower and setting forth any amount or amounts that such Lender is entitled to receive pursuant to this clause (e) and the basis therefor within ten (10) days after receipt thereof; provided such certificate sets forth in reasonable detail the manner in which such amount or amounts was determined.

SECTION 2.15 Taxes.

(a) Any and all payments by or on account of any obligation of any Borrower or any Loan Party hereunder shall be made free and clear of and without deduction or withholding for or on account of any Indemnified Taxes or Other Taxes unless a deduction or withholding is required by law; provided that if a Borrower or a Loan Party shall be required by law to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all such required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section) the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as applicable) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) such Borrower or such Loan Party shall make such deductions or withholdings in the minimum amount required by law and (iii) such Borrower or such Loan Party shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with applicable law. If at any time a Borrower or a Loan Party is required by applicable law to make any deduction or withholding from any sum payable hereunder (or there is a change in the rate or the basis of any deduction or withholding), such Borrower or such Loan Party shall promptly notify the relevant Agent, Issuing Bank, LC Facility Issuing Bank or Lender upon becoming aware of the same. In addition, each Agent, Issuing Bank, LC Facility Issuing Bank and Lender shall promptly notify a Borrower or a Loan Party upon becoming aware of any circumstances as a result of which a Borrower or a Loan Party is or would be required to make any deduction or withholding from any sum payable hereunder.

(b) With respect to any portion of the U.K. Revolving Loans made to the U.K. Borrower and the U.K. Term Loans, the U.K. Borrower is not required to make an increased payment to a Lender under clause (a) above for any deduction or withholding for or on account of any Indemnified Taxes or Other Taxes where that Tax is imposed by the United Kingdom from a payment of interest on a Loan if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a deduction or withholding for or on account of Indemnified Taxes or Other Taxes if it was a U.K. Qualifying Lender, but on that date that Lender is not or has ceased to be a U.K. Qualifying Lender other than as a result of any Change in Law (including any change in any Treaty or in any published practice or concession of any relevant taxing authority) after the date it became a Lender under this Agreement; or

(ii) (A) the relevant Lender is a U.K. Qualifying Lender solely under subclause (i)(B) of the definition of "U.K. Qualifying Lender"; and

(B) the Board of the Her Majesty's Revenue & Customs has given (and not revoked) a direction (a "Direction") under section 349C of the Taxes Act (as that provision has effect on the date on which the relevant Lender became a party to this Agreement) which relates to that payment and that Lender has received from that Borrower a certified copy of that Direction; and

(C) the payment could have been made to the Lender without any deduction or withholding for or on account of Taxes in the absence of that Direction; or

(iii) the relevant Lender is a U.K. Qualifying Lender solely under subclause (i)(B) of the definition of "U.K. Qualifying Lender" and it has not, other than by reason of any change after the date of this Agreement in (or in the interpretation, administration or application of) any law, or any published practice or concession of any relevant Governmental Authority, given a U.K. Tax Confirmation to a Borrower; or

(iv) the relevant Lender is a Treaty Lender and the relevant Borrower making the payment is able to demonstrate that the payment could have been made to that Lender without the deduction or withholding for or on account of any Taxes had that Lender complied with its obligations under clause (h) below.

(c) With respect to the Irish Term Loan and any portion of the Irish Revolving Loans made to the Irish Borrower, the Irish Borrower is not required to make an increased payment to a Lender under clause (a) above for any deduction or withholding for or on account of Indemnified Taxes or Other Taxes imposed by Ireland from a payment of interest on such Loan if on a date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a deduction or withholding for or on account of Indemnified Taxes or Other Taxes if it was an Irish Qualifying Lender, but on that date that Lender is not or has ceased to be an Irish Qualifying Lender other than as a result of any Change in Law (including any change in any Treaty to which Ireland is a party or in any published practice or concession of any relevant taxing authority) after the date it became a Lender under this Agreement; or

(ii) the relevant Lender is an Irish Qualifying Lender by reason of paragraph (f) of that definition and the Borrower making the payment is able to demonstrate that the payment could have been made to that Lender without the deduction or withholding for or on account of any Taxes had that Lender complied with its obligations under clause (h) below.

(d) With respect to any Loans made to the German Borrowers, a German Borrower is not required to make an increased payment to a Lender under subclause (a) above for any deduction or withholding for or on account of any Indemnified Taxes or Other Taxes where that Tax is imposed by Germany from a payment of interest on a Loan if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without any deduction or withholding for or on account of any Indemnified Taxes or Other Taxes if it was a German Qualifying Lender, but on that date that Lender is not or has ceased to be a German Qualifying Lender other than as a result of any Change in Law (including any change in any Treaty or in any published practice or concession of any relevant taxing authority) after the date it became a Lender under this Agreement; or

(ii) the relevant Lender is a Treaty Lender and the Borrower making the payment is able to demonstrate that the payment could have been made to that Lender without the Tax deduction had that Lender complied with its obligations to co-operate under clause (h) below.

(e) In addition, the Borrowers and the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(f) Each Borrower and each Loan Party shall indemnify the Agent, Issuing Bank, LC Facility Issuing Bank and each Lender, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Agent, Issuing Bank, LC Facility Issuing Bank or Lender, as applicable, on or with respect to any payment by or on account of any obligation of such Borrower or Loan Party hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the applicable Borrower by a Lender, Issuing Bank or LC Facility Issuing

Bank, or by the Agent on its own behalf or on behalf of any such Person, shall be conclusive absent manifest error.

(g) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Borrower or a Loan Party to a Governmental Authority, such Borrower or such Loan Party shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(h) Any Lender that is legally entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the applicable Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall cooperate with the applicable Borrower in completing any procedural formalities necessary for that Borrower to obtain authorization to make such payments without withholding or at a reduced rate. In particular, on or prior to the date which is ten (10) Business Days after the Closing Date, each U.S. Revolving Lender and U.S. Term Lender that is a Non-U.S. Lender, and any Lender making a Loan to the U.S. Borrower pursuant to the Canadian Revolving Facility, German Revolving Facility, Irish Revolving Facility or U.K. Revolving Facility that is a Non-U.S. Lender, shall, to the extent it is legally entitled to do so, deliver to the U.S. Borrower (with a copy to the Agent) two duly signed, properly completed copies of either Internal Revenue Service Form W-8BEN or any successor thereto (relating to such Non-U.S. Lender and entitling it to an exemption from, or reduction of, United States withholding tax on all payments to be made to such Non-U.S. Lender by the U.S. Borrower or any other Loan Party pursuant to this Agreement or any other Loan Document), Form W-8ECI or any successor thereto (relating to all payments to be made to such Non-U.S. Lender by the U.S. Borrower or any other Loan Party pursuant to this Agreement or any other Loan Document) or such other evidence reasonably satisfactory to the U.S. Borrower and the Agent that such Non-U.S. Lender is entitled to an exemption from, or reduction of, United States withholding tax, including any exemption pursuant to Section 871(h) or 881(c) of the Code, and in the case of a Non-U.S. Lender claiming such an exemption under Section 881(c) of the Code, a certificate that establishes in writing to the U.S. Borrower and the Agent that such Non-U.S. Lender is not (i) a “bank” as defined in Section 881(c)(3)(A) of the Code, (ii) a 10-percent stockholder within the meaning of Section 871(h)(3)(B) of the Code, or (iii) a controlled foreign corporation related to the U.S. Borrower with the meaning of Section 864(d) of the Code. Thereafter and from time to time, to the extent it is legally entitled to do so, each such Non-U.S. Lender shall (A) promptly submit to the U.S. Borrower (with a copy to the Agent) such additional duly completed and signed copies of one or more of such forms or certificates (or such successor forms or certificates as shall be adopted from time to time by the relevant United States taxing authority) as may then be available under then current United States Laws and regulations to avoid, or such evidence as is reasonably satisfactory to the U.S. Borrower and the Agent of any available exemption from, or reduction of, United States withholding taxes in respect of all payments to be made to such Non-U.S. Lender by the U.S. Borrower or other Loan Party pursuant to this Agreement, or any other Loan Document, in each case, (1) on or before the date that any such form, certificate or other evidence expires or becomes obsolete, (2) after the occurrence of any event requiring a change in the most recent form, certificate or evidence previously delivered by it to the U.S. Borrower and (3) from time to time thereafter if reasonably requested by the U.S. Borrower or the Agent, and (B) promptly notify the U.S. Borrower and the Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction. Each Lender which is participating in a Loan made to the U.K. Borrower and is a Treaty Lender undertakes to use reasonable endeavors to process as soon as practicable the appropriate application pursuant to the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 and the relevant Treaty to enable interest on the Loan made by it to the U.K. Borrower under this Agreement to be paid to it without any deduction or withholding for or on account of any Indemnified Taxes or Other Taxes imposed by the United Kingdom and, if appropriate, to seek, at the U.K. Borrower’s expense, a

refund of any such tax previously withheld (and in respect of which additional amounts have been paid by the U.K. Borrower pursuant to this Section 2.15) from interest payments made to that Treaty Lender.

(i) Each Lender making a Loan to the U.S. Borrower that is a United States person, agrees to complete and deliver to the U.S. Borrower a statement signed by an authorized signatory of such Lender to the effect that it is a United States person together with a duly completed and executed copy of Internal Revenue Service Form W-9 or successor form.

(j) If the Agent, Issuing Bank, LC Facility Issuing Bank or a Lender determines, in good faith in its sole discretion, that it has received and retained a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Borrower or a Loan Party or with respect to which such Borrower or such Loan Party has paid additional amounts pursuant to this Section 2.15, it shall pay over such refund to such Borrower or such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Borrower or such Loan Party under this Section 2.15 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Agent, Issuing Bank, LC Facility Issuing Bank or such Lender (including any Taxes imposed with respect to such refund) as is determined by the Agent, Issuing Bank, LC Facility Issuing Bank or such Lender in good faith in its sole discretion, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such Borrower or such Loan Party, upon the request of the Agent, Issuing Bank, LC Facility Issuing Bank or such Lender, agrees to repay as soon as reasonably practicable the amount paid over to such Borrower or such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Agent or such Lender in the event the Agent, Issuing Bank, LC Facility Issuing Bank or such Lender is required to repay such refund to such Governmental Authority. This Section shall not be construed to require the Agent, Issuing Bank, LC Facility Issuing Bank or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to such Borrower or such Loan Party or any other Person.

(k) Any amount payable under this Agreement by a Borrower or any Loan Party is exclusive of any value added tax or any other Tax of a similar nature which might be chargeable in connection with that amount. If any such Tax is chargeable, the applicable Borrower or applicable Loan Party must pay to the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as applicable) (in addition to and at the same time as paying that amount) an amount equal to the amount of that Tax.

(l) Where this Agreement requires any party to this Agreement to reimburse the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as the case may be) for any costs or expenses, that party must also at the same time pay and indemnify the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as the case may be) against all value added tax or any other Tax of a similar nature incurred by the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as the case may be) in respect of those costs or expenses but only to the extent that the Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as the case may be) (acting reasonably) determines that it is not entitled to credit or repayment from the relevant tax authority in respect of the Tax.

(m) A Lender who is a U.K. Qualifying Lender solely under subparagraph (i)(B) of the definition of "U.K. Qualifying Lender" on the day on which this Agreement entered into gives a U.K. Tax Confirmation to the U.K. Borrower by entering into this Agreement. A Lender who is a Qualifying Lender under sub-paragraph (i)(B) of the definition of "U.K. Qualifying Lender" must promptly notify the Agent of any change to its status that may affect any confirmation made by it.

(n) If a Loan Party determines in good faith that a reasonable basis exists for contesting any Indemnified Taxes or Other Taxes for which additional amounts have been paid under this

Section 2.15, the relevant Agent, Issuing Bank, LC Facility Issuing Bank or Lender (as applicable) shall use reasonable efforts to cooperate with the Loan Party in challenging such Indemnified Taxes or Other Taxes, at the Loan Party's expense, if so requested by the Loan Party in writing; provided that nothing in this Section 2.15(n) shall obligate the Agent, Issuing Bank, LC Facility Issuing Bank or any Lender to take any action that, in its reasonable judgment, would be materially disadvantageous to such Person.

(o) If, and to the extent any Security Right is created over any receivable of any Related Person that secures a Loan owing by a German Borrower and that receivable is or becomes a Long Term Interest Bearing Receivable, the Lenders agree with each Borrower and each Related Party that such Security Right shall not be enforced against such Long Term Interest Bearing Receivable in order to satisfy any payment obligation of the relevant German Borrower under this Agreement.

(p) With regard to documentation requirements under the German thin capitalization rules (§ 8a German Corporate Income Tax Act (*Körperschaftsteuergesetz*)) the following shall apply:

(i) For the purposes of providing evidence to the German tax authorities in relation to the absence of any back to back financing in connection with a Loan to a German Borrower, the Agent acting on behalf of the Lenders and on the basis of information provided by the Lenders agrees to provide each German Borrower with a letter of confirmation (a "Certificate") substantially in the form of Schedule 2.15(o)(i) (Form of German Tax Certificate).

(ii) A Certificate shall be provided to the German Borrowers within thirty (30) days after the Closing Date. Thereafter each German Borrower shall request a new Certificate to be issued within the time frame of sentence 1 whenever any of the details provided under sub-clause (iii) below change and until full and final repayment of the Loans to that German Borrower.

(iii) For the purpose of enabling the Agent acting on behalf of the Lenders to provide a Certificate, each German Borrower shall, promptly upon request by the Agent and in any event within five (5) days of such request, deliver to the Agent the details necessary to provide the Certificates, including a draft of the Certificate including its annexes (if any).

(iv) When providing the information under clause (iii) above, each German Borrower confirms that, to its best knowledge and after due enquiry, it is not aware of any circumstances as a result of which the Certificate to be given in relation to that information is not correct.

(v) Each Borrower acknowledges that the Agent acting on behalf of the Lenders gives the Certificate exclusively at the request of the German Borrowers and solely for providing proof to the German tax authorities of the absence of any back to back financing with respect to any Loan to a German Borrower. The omission of any security or guarantee in any Certificate shall not be construed as a waiver of the omitted security or guarantee.

(vi) Neither the Agent nor any of the Lenders is (x) responsible for the Borrowers' tax position or for achieving any certain tax treatment of the Borrowers or (y) providing any legal and/or tax advice to any other Party with respect to this Agreement; it is the responsibility of each Borrower to consult its own legal and tax advisers.

(vii) Each Borrower confirms that a Certificate is not given for the German Borrowers or any of its Related Parties to rely on, but only for delivery to the competent tax authority and that, therefore, no Borrower or any of its Related Parties will raise any claims against a Lender or the Agent or any of their Related Parties based on, or in connection with, a Certificate.

(viii) Each Borrower agrees to indemnify and hold harmless the Agent and each Lender from any reasonable costs and expenses (including legal fees) resulting from or incurred in connection with the issuance of any Certificate and from potential or actual claims that might be made against the Agent or any Lender in connection with a Certificate.

(ix) Each Borrower, also in its role as provider of any guarantee or security releases the Agent and each Lender from its duty of confidentiality and/or obligation of bank secrecy (*Bankgeheimnis*) with regard to the issuance of the Certificates to the German Borrowers and their submission to the German tax authorities.

(x) Merger Sub and after the Merger U.S. Borrower shall cause the German Borrowers to comply with their obligations under this Section 2.15(p).

(q) Each Irish Term Lender and the each Irish Revolving Lender (to the extent making a Loan to the Irish Borrower) and any assignee or successor of any Irish Term Lender or Irish Revolving Lender gives an Irish Tax Confirmation by entering into this Agreement or any assignment or novation of this Agreement. An Irish Term Lender or Irish Revolving Lender who is an Irish Qualifying Lender must promptly notify the Agent of any change to its status that may effect the Irish Tax Confirmation made by it.

(r) Except as otherwise provided to the Agent and the U.S. Borrower in writing in a form satisfactory to the U.S. Borrower acting reasonably, each Person that is a Lender in respect of the Canadian Borrower as at the date hereof represents and warrants that such Person is a Canadian Resident in respect of all payments to be made by the Canadian Borrower to such Lender (other than as a Canadian Term Lender) hereunder; any Lender in respect of the Canadian Borrower who is not, or who for any reason ceases to qualify as, a Canadian Resident in respect of all payments to be made by the Canadian Borrower to such Lender (other than as a Canadian Term Lender) hereunder, shall forthwith notify the Agent and the U.S. Borrower in writing of such status in a form satisfactory to the U.S. Borrower acting reasonably. Each Lender that is a Lender in respect of a Canadian Revolving Loan to the Canadian Borrower shall deliver from time to time upon the request of the Canadian Borrower or the Agent, such documentation or certification as may reasonably be requested by Canadian Borrower to the Agent to determine whether, and to what extent, payments under a Canadian Revolving Loan to be made by Canadian Borrower are subject to any withholding or deduction. For the purposes of this Section 2.15, "Canadian Resident" means any Person permitted under Canadian law to carry on business in Canada in accordance with the terms of this Agreement and that is either (i) not a non-resident of Canada for the purposes of the Income Tax Act (Canada), as now in effect, (ii) an authorized foreign bank deemed to be resident in Canada for purposes of Part XIII of the Income Tax Act (Canada), as now in effect, in respect of all amounts payable to such Person by the Canadian Borrower pursuant to any Canadian Revolving Loan, Canadian Swingline Loan, or Revolving Letter of Credit issued under the Canadian Revolving Facility made by it in respect of its Canadian banking business or (iii) a Canadian partnership, within the meaning of that term for the purposes of paragraph 212(13.1)(b) of the Income Tax Act (Canada), as now in effect.

SECTION 2.16 Allocation of Proceeds; Sharing of Setoffs.

(a) All proceeds of any Collateral received by the Agent after an Event of Default has occurred and is continuing and all or any portion of the Loans shall have been accelerated hereunder pursuant to Section 7.02, shall upon election by the Agent or at the direction of the Required Lenders be applied, first, to, ratably, pay any fees, indemnities, or expense reimbursements then due to the Agent from any Borrower (other than in connection with Secured Hedging Obligations or Secured Cash Management Obligations), second, ratably, to pay any expense reimbursements then due to the Issuing Bank, LC Facility Issuing Bank or Lenders from the Borrowers (other than in connection with Secured Hedging

Obligations or Secured Cash Management Obligations) to the extent such obligations are secured by such Collateral, third, to pay interest due and payable in respect of the Loans and Revolving LC Fees and LC Facility LC Fees to the extent such obligations are secured by such Collateral, ratably, fourth, to prepay principal on the Loans and unpaid LC Disbursements and any amounts owing with respect to Secured Hedging Obligations or Secured Cash Management Obligations, in each case to the extent such obligations are secured by such Collateral, ratably, fifth, to the payment of any other Secured Obligation due to the Agent or any Lender that are secured by such Collateral, and sixth, to the applicable Loan Party or as the U.S. Borrower shall direct. Notwithstanding the foregoing, the Agent shall not be required to pay any amount pursuant to this Section 2.16(a) to any holder of Secured Hedging Obligations or Secured Cash Management Obligations unless the holder thereof or the U.S. Borrower has provided notice to the Agent thereof prior to the date of the applicable payment pursuant to this Section 2.16(a).

(b) If, following any Event of Default under Section 7.01(a) (but only to the extent that prior to the waiver of such Event of Default an Event of Default under Section 7.01(f) (with respect to the U.S. Borrower) or an acceleration of the Loans pursuant to Section 7.02 occurs), Section 7.01(f) (with respect to the U.S. Borrower) or any acceleration of the Loans pursuant to Section 7.02, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any fees, principal of or interest on any of its Loans or LC Facility Participations resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans or LC Facility Participations and accrued interest and fees thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans or LC Facility Participations of other Lenders at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest and fees on their respective Loans and LC Facility Participations; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or LC Facility Participations to any assignee or participant, other than to a Borrower or any Restricted Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply) and (iii) in the event that any Lender would be required to purchase any participations in Loans to the U.S. Borrower or LC Facility Participations as a result of the receipt by such Lender of any amount from any Foreign Borrower, such Lender shall not be required to purchase any participations in any such Domestic Obligations. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff, consolidation and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(c) If any Lender shall fail to make any payment required to be made by it pursuant to this Agreement, then the Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Agent for the account of such Lender to satisfy such obligations of such Lender until all such unsatisfied obligations are fully paid.

SECTION 2.17 Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.14, or if a Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15 then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans or LC Facility Deposits hereunder or to assign its rights

and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.15, as applicable, in the future and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.14, or if a Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15 or if any Lender becomes a Non-Funding Lender, then such Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Borrower shall have received the prior written consent of the Agent, which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, LC Facility Participation and any participations in Revolving Letters of Credit and Swingline Loans funded by such Lender, if any, accrued interest thereon, accrued fees and all other amounts due and payable to it hereunder, from the assignee (to the extent of such outstanding principal, participation and accrued interest and fees) or such Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.15, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the applicable Borrower to require such assignment and delegation cease to apply.

SECTION 2.18 Credit Linked Deposit Account.

(a) On the Closing Date, each LC Facility Lender shall pay to the LC Facility Agent for deposit in the Credit-Linked Deposit Account an amount equal to its LC Facility Commitment in accordance with Section 2.01(c). The LC Facility Deposits shall be held by the LC Facility Agent in the Credit-Linked Deposit Account, and no party other than the LC Facility Agent shall have a right of withdrawal from the Credit-Linked Deposit Account or any other right or power with respect to the LC Facility Deposits. Notwithstanding anything herein to the contrary, (i) the funding obligation of each LC Facility Lender in respect of its participation in LC Facility Letters of Credit pursuant to Section 2.04 or otherwise as provided in this Agreement shall be satisfied in full upon the funding of its LC Facility Deposit in the amount of its LC Facility Commitment and (ii) each LC Facility Lender hereby grants a security interest in its LC Facility Deposit to the LC Facility Agent as security for the obligations of the LC Facility Issuing Bank in respect of the LC Facility (it being understood that this clause (ii) shall not relieve the U.S. Borrower of its reimbursement obligations hereunder).

(b) Each of the Agent, the LC Facility Agent, the LC Facility Issuing Bank and each LC Facility Lender hereby acknowledges and agrees that each LC Facility Lender is funding its LC Facility Deposit to the LC Facility Agent for application in the manner contemplated by Section 2.04 and that the LC Facility Agent has agreed to invest the LC Facility Deposits so as to earn a return on the principal outstanding amount of the LC Facility Deposits from time to time (as they may be reduced and subsequently increased by withdrawals and deposits made with respect to the Credit-Linked Deposit Account pursuant to the other provisions of this Agreement) for the LC Facility Lenders equal to a rate per annum, reset daily on each Business Day for the period until the next following Business Day, equal to (i) such day' s rate for one month LIBOR deposits (the "Benchmark LIBOR Rate") minus (ii) 0.15% (calculated

on the basis of a 365-day or 366-day year, as applicable). Such amount will (or the amount determined in accordance with Section 2.14) will be paid by the LC Facility Agent to the Agent and by the Agent to the LC Facility Lenders quarterly in arrears when LC Facility LC Fees are payable pursuant to Section 2.12. In addition to the foregoing payments to the LC Facility Lenders, the U.S. Borrower agrees to make payments to the LC Facility Lenders quarterly in arrears when LC Facility LC Fees are payable pursuant to Section 2.10(c) with respect to any period (and together with the payment of such fees) in an amount equal to 0.15% of the daily amount of the LC Facility Lenders' LC Facility Deposits during such period.

(c) In the event funds from the Credit-Linked Deposit Account are withdrawn by the LC Facility Agent to reimburse the LC Facility Issuing Bank for an unreimbursed LC Facility LC Disbursement, the U.S. Borrower shall have the right, at any time prior to the LC Facility Maturity Date, to pay over to the LC Facility Agent in reimbursement thereof an amount equal to the amount so withdrawn for deposit in the Credit-Linked Deposit Account. Until the U.S. Borrower shall repay any amount withdrawn from the Credit-Linked Deposit Account to reimburse the LC Facility Issuing Bank for an unreimbursed LC Facility LC Disbursement, the interest payable by the LC Facility Agent to the Agent for distribution to the LC Facility Lenders on their LC Facility Deposits under Section 2.18(b) shall be correspondingly reduced and the LC Facility Lenders shall without further act succeed, ratably in accordance with their respective Ratable Portions, to the rights of the LC Facility Agent with respect to such amount.

(d) Neither the U.S. Borrower nor any other Loan Party shall have any right, title or interest in or to the LC Facility Deposits or any obligations with respect thereto (including any obligation to pay interest at the LIBOR Rate) (except to refund portions thereof used to reimburse the LC Facility Issuing Bank with respect to LC Facility LC Disbursements as provided in Section 2.04), it being acknowledged and agreed by the parties hereto that the making of the LC Facility Deposits by the LC Facility Lenders, the provisions of this Section 2.18 and the application of the LC Facility Deposits in the manner contemplated by Section 2.04(e) constitute agreements among the Agent, the LC Facility Agent, the LC Facility Issuing Bank and each LC Facility Lender with respect to the funding obligations of each LC Facility Lender in respect of its participation in LC Facility Letters of Credit and do not constitute any loan or extension of credit to the U.S. Borrower.

(e) Provided, in each case, that the U.S. Borrower has complied with Section 2.04(j), the LC Facility Agent shall return any remaining LC Facility Deposits to the Agent and the Agent shall distribute such amounts to the LC Facility Lenders on the LC Facility Maturity Date.

(f) If the LC Facility Agent is advised by JPMorgan Chase Bank, N.A. that it is not offering Dollar deposits (in the applicable amounts) in the London interbank market, or the LC Facility Agent determines that adequate and fair means do not otherwise exist for ascertaining the LIBOR Rate for the LC Facility Deposits (or any part thereof), then the LC Facility Deposits (or such parts, as applicable) shall be invested so as to earn a return equal to the greater of the Federal Funds Rate and a rate determined by the LC Facility Agent in accordance with banking industry rules on interbank compensation.

SECTION 2.19 Incremental Facilities.

(a) Any Borrower may by written notice to Agent elect to request the establishment of one or more (x) additional tranches of term loans of any class in Dollars, Euros or Canadian Dollars (the commitments with respect thereto, the "New Term Commitments"), (y) additional tranches of synthetic letter of credit facility deposits in Dollars (the commitments with respect thereto, the "New LC Facility Commitments") and/or (z) increases in Revolving Commitments under one or more of the Revolving Facilities (the "New Revolving Commitments" and, together with the New Term Commitments and New LC Facility Commitments, the "New Commitments") or under a new revolving facility (a "New Revolving Facility"), by an aggregate amount not in excess of the Dollar Equivalent of \$750.0 million in the

aggregate and not less than the Dollar Equivalent of \$25.0 million individually (or such lesser amount which shall be approved by Agent or such lesser amount that shall constitute the difference between \$750.0 million and the Dollar Equivalent of all such New Commitments obtained prior to such date). Each such notice shall specify the date (each, an “Increased Amount Date”) on which the applicable Borrower proposes that the New Commitments shall be effective, which shall be a date not less than five Business Days after the date on which such notice is delivered to Agent; provided that any Lender offered or approached to provide all or a portion of the New Commitments may elect or decline, in its sole discretion, to provide a New Commitment. Such New Commitments shall become effective, as of such Increased Amount Date; provided that (i) no Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to such New Commitments, as applicable; (ii) both before and after giving effect to the making of any New Term Loans, New LC Facility Deposits or New Revolving Loans, each of the conditions set forth in Section 4.02 shall be satisfied; (iii) the U.S. Borrower and the Restricted Subsidiaries shall be in pro forma compliance with Section 6.10 as of the last day of the most recently ended fiscal quarter prior to such Increased Amount Date and as in effect on such Increased Amount Date after giving effect to such New Commitments and any Investment to be consummated in connection therewith and shall not in any event, on a pro forma basis, have a Consolidated Secured Debt Ratio as of such most recently ended fiscal quarter that is in excess of the level specified on the Closing Date as the maximum Consolidated Secured Debt Ratio permitted as of the end of the first full quarter following the Closing Date; (iv) the New Commitments shall be effected pursuant to one or more supplements to this Agreement executed and delivered by the New Lenders and the Agent; and (v) each New Lender shall become party to the Loss Sharing Agreement. Any New Term Loans or New LC Facility Deposits made on an Increased Amount Date shall be designated a separate series (a “Series”) of New Term Loans or New LC Facility Deposits for all purposes of this Agreement. In connection with the obtaining of any New Commitments pursuant to this Section 2.19(a), the U.S. Borrower shall, or shall cause the other applicable Loan Parties to, make such amendments to the Collateral Documents and take such other customary actions, if any, as the Agent may reasonably request in order to preserve and protect the Liens on the Collateral securing the Obligations (either prior to or within 30 days (or such longer period as to which the Agent may consent) following the Increased Amount Date for such New Commitments).

(b) On any Increased Amount Date on which New Revolving Commitments are effected under any existing Revolving Facility, subject to the satisfaction of the foregoing terms and conditions, (a) each of the Lenders with Revolving Commitments under the applicable Revolving Facility shall assign to each Lender with a New Revolving Commitment (each, a “New Revolving Lender”) and each of the New Revolving Lenders shall purchase from each of the Lenders with Revolving Commitments under the applicable Revolving Facility, at the principal amount thereof (together with accrued interest), such interests in the Revolving Loans outstanding under the applicable Revolving Facility on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans will be held by existing Lenders with Revolving Loans under the applicable Revolving Facility and New Revolving Lenders ratably in accordance with their Ratable Portions after giving effect to the addition of such New Revolving Commitments to the Revolving Commitments under the applicable Revolving Facility, (b) each such New Revolving Commitment shall be deemed for all purposes a Revolving Commitment under the applicable Revolving Facility and each Loan made thereunder (a “New Revolving Loan”) shall be deemed, for all purposes, a Revolving Loan under the applicable Revolving Facility and (c) each New Revolving Lender with a New Revolving Commitment under an existing Revolving Facility shall become a Lender under the applicable Revolving Facility with respect to the New Revolving Commitment and all matters relating thereto. On any Increased Amount Date on which New Revolving Commitments are effected under any New Revolving Facility, subject to the satisfaction of the foregoing terms and conditions, the Agent and the Borrowers shall enter into an amendment to this Agreement to incorporate the terms of such New Revolving Facility hereunder on substantially the same terms as were applicable to the existing Revolving Facilities.

(c) On any Increased Amount Date on which any New Term Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Lender with a New Term Commitment (each, a “New Term Loan Lender”) of any Series shall make a Loan to the applicable Borrower (a “New Term Loan”) in the requested currency in an amount equal to its New Term Commitment of such Series, and (ii) each New Term Loan Lender of any Series shall become a Lender hereunder with respect to the New Term Commitment of such Series and the New Term Loans of such Series made pursuant thereto.

(d) On any Increased Amount Date on which any New LC Facility Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Lender with a New LC Facility Commitment (each, a “New LC Facility Lender”) of any Series shall make an LC Facility Deposit in Dollars to the U.S. Borrower (a “New LC Facility Deposit”) in an amount equal to its New LC Facility Commitment of such Series, and (ii) each New LC Facility Lender of any Series shall become a Lender hereunder with respect to the New LC Facility Commitment of such Series and the New LC Facility Deposits of such Series made pursuant thereto.

(e) The terms and provisions of the New Term Loans and New Term Commitments of any Series and of the New LC Facility Deposits and New LC Facility Deposit Commitments of any Series shall be, except as otherwise set forth herein or in the applicable supplement relating thereto, identical to the existing Term Loans and existing LC Facility Deposits; provided that (i) the final maturity date of each Series shall be no earlier than the final maturity of the applicable Class of existing Term Loans or the LC Facility Deposits outstanding on the Increased Amount Date with respect to such New Term Loans or New LC Facility Deposits and the mandatory prepayment and other payment rights (other than scheduled amortization) of the New Term Loans and the existing Term Loans (other than the Canadian Term Loans unless such New Term Loans are to a Foreign Borrower formed under the laws of Canada) shall be identical, (ii) the rate of interest and the amortization schedule applicable to the New Term Loans of each Series shall be determined by the applicable Borrower and the applicable new Lenders and shall be set forth in each applicable supplement relating thereto; provided that the Weighted Average Life to Maturity of any New Term Loans will be no shorter than the Weighted Average Life to Maturity of the existing Term Loans and (iii) all other terms applicable to the New Term Loans of each Series that differ from the existing Term Loans shall be reasonably acceptable to the Agent and the Joint Lead Arrangers (as evidenced by its execution of the applicable supplement relating thereto). The terms and provisions of the New Revolving Loans and New Revolving Commitments shall be identical to the Revolving Loans and the Revolving Commitments under the applicable Revolving Facility.

(f) Each supplement pursuant to this Section 2.19 may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Agent and the Joint Lead Arrangers, to effect the provision of this Section 2.19.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Loan Party and each Foreign Borrower represents and warrants to the Lenders that:

SECTION 3.01 Organization; Powers. Except as would not individually or in the aggregate reasonably be expected to result in a Material Adverse Effect, each of the Loan Parties and each of the Restricted Subsidiaries (a) is duly organized or incorporated and validly existing under the laws of the jurisdiction of its organization or incorporation, as the case may be, and (b) has all requisite power and authority to own its property and assets and to carry on its business as now conducted and is qualified to

do business in, and is in good standing (to the extent such concepts exist in the applicable jurisdictions) in every jurisdiction where such qualification is required.

SECTION 3.02 Authorization; Enforceability. The Transactions are within each applicable Loan Party's and Foreign Borrower's corporate powers and have been duly authorized by all necessary corporate and, if required, stockholder action of such Loan Party or Foreign Borrower. Each Loan Document to which each Loan Party or Foreign Borrower is a party has been duly executed and delivered by such Loan Party or Foreign Borrower and is a legal, valid and binding obligation of such Loan Party or Foreign Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity.

SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (A) such as have been obtained or made and are in full force and effect, (B) for filings and registrations necessary to perfect Liens created pursuant to the Loan Documents and (C) for filings in connection with consummating the Merger and filings as may be required under the Exchange Act and applicable stock exchange rules in connection therewith, (b) will not violate any Requirement of Law applicable to any Loan Party or any of the Restricted Subsidiaries, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or any of the Restricted Subsidiaries or their respective assets, or (except for the Merger Consideration and the Existing Debt Refinancing) give rise to a right thereunder to require any payment to be made by any Loan Party or any of the Restricted Subsidiaries, and (d) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of the Restricted Subsidiaries, except Liens created pursuant to the Loan Documents; except, in the case of each of clauses (a) through (d) above, to the extent that any such violation, default or right, or any failure to obtain such consent or approval or to take any such action, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.04 Financial Condition; No Material Adverse Change.

(a) The U.S. Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of earnings, shareholders' equity and cash flows (i) as of and for the fiscal years ended September 30, 2005 and September 29, 2006, each reported on by KPMG LLP, independent registered public accounting firm. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the U.S. Borrower and its consolidated subsidiaries as of such dates and for such periods in accordance with GAAP.

(b) ARAMARK has heretofore delivered to the Lenders its unaudited pro forma condensed consolidated balance sheet and the related pro forma statements of earnings as of and for the fiscal year ended September 29, 2006, prepared giving effect to the Transactions as if they had occurred, with respect to such balance sheet, on such date and, with respect to such statements of earnings, on the first day of the 12-month period ending on such date. Such pro forma financial statements have been prepared in good faith by the U.S. Borrower, based on the assumptions believed by the U.S. Borrower on the to be reasonable at the time such pro forma financial statements were prepared and accurately reflect the adjustments described therein.

(c) No event, change or condition has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect, since September 29, 2006.

SECTION 3.05 Properties.

(a) As of the Closing Date, Schedule 1.01(b) sets forth the address of each parcel of real property (or each set of parcels that collectively comprise one operating property) that is owned by each Loan Party with an aggregate fair market value (as determined by the U.S. Borrower in good faith) in excess of \$15.0 million or that the U.S. Borrower has otherwise agreed shall initially be a Mortgaged Property. Schedule 3.05(a) identifies the principal place of business and chief executive office of each Loan Party as of the Closing Date.

(b) Each of the U.S. Borrower and each of the Restricted Subsidiaries has good and insurable fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all its real properties (including all Mortgaged Properties) and has good and marketable title to its personal property and assets, in each case, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes and except where the failure to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) Each of the U.S. Borrower and each of the Restricted Subsidiaries has complied with all obligations under all leases to which it is a party, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each of the U.S. Borrower and each of the Restricted Subsidiaries enjoys peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) As of the Closing Date, neither Holdings nor the U.S. Borrower has received any notice of, or has any knowledge of, any pending or contemplated condemnation proceeding affecting any of the Mortgaged Properties or any sale or disposition thereof in lieu of condemnation.

(e) To the U.S. Borrower's knowledge, as of the Closing Date, none of the U.S. Borrower or any Restricted Subsidiary is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Mortgaged Property or any interest therein.

(f) To the U.S. Borrower's knowledge, each of the U.S. Borrower and the Restricted Subsidiaries owns or possesses, or is licensed to use, all patents, trademarks, service marks, trade names and copyrights and all licenses and rights with respect to the foregoing, necessary for the present conduct of its business, without any conflict with the rights of others, and free from any burdensome restrictions on the present conduct of its business, except where such failure to own, possess or hold pursuant to a license or such conflicts and restrictions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or except as set forth on Schedule 3.05(f).

SECTION 3.06 Litigation and Environmental Matters.

(a) Other than the Disclosed Matters, there are no actions, suits or proceedings by or before any Governmental Authority pending against or, to the knowledge of the U.S. Borrower, threatened against the Loan Parties or any of their Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually

or in the aggregate, to result in a Material Adverse Effect or (ii) on the Closing Date, that involve any Loan Documents or the Transactions.

(b) Except for the Disclosed Matters and any other matters that, individually or in the aggregate, together with the Disclosed Matters, would not reasonably be expected to result in a Material Adverse Effect (i) no Loan Party nor any of its Subsidiaries has received written notice of any claim with respect to any Environmental Liability and (ii) no Loan Party nor any of its Subsidiaries (1) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (2) is subject to any Environmental Liability.

(c) Since the date of this Agreement, there has been no change in the status of the Disclosed Matters that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

SECTION 3.07 Compliance with Laws and Agreements; Licenses and Permits.

(a) Each Loan Party and each Restricted Subsidiary is in compliance with all Requirements of Law applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(b) Each Loan Party and the Restricted Subsidiaries have obtained and hold in full force and effect, all franchises, licenses, leases, permits, certificates, authorizations, qualifications, easements, rights of way and other rights and approvals which are necessary or advisable for the operation of their businesses as presently conducted and as proposed to be conducted, except where the failure to have so obtained or hold or to be in force, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Loan Party or any of the Restricted Subsidiaries is in violation of the terms of any such franchise, license, lease, permit, certificate, authorization, qualification, easement, right of way, right or approval, except where any such violation, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.08 Investment Company Status. No Loan Party is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940.

SECTION 3.09 Taxes. The Loan Parties and the Subsidiaries have timely filed or caused to be filed all Tax returns and reports required to have been filed and have paid or caused to be paid all Taxes required to have been paid by them (whether or not shown on a tax return), except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. All amounts have been withheld by each of the Loan Parties and the Subsidiaries from their respective employees for all periods in compliance with the tax, social security and unemployment withholding provisions of the applicable law and such withholdings have been timely paid to the respective Governmental Authorities, except to the extent that the failure to withhold and pay would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect. No Borrower is either Tax resident or maintains a permanent establishment in any jurisdiction other than its jurisdiction of incorporation. For the avoidance of doubt, in relation to the incorporation of the U.K. Borrower, England and Wales has the same meaning as United Kingdom.

SECTION 3.10 Deduction of Tax. Without prejudice to the operation of Section 2.15, provided the Lenders are Qualifying Lenders and subject to the completion by the Lenders of any

procedural formalities, none of the German Borrowers, the U.K. Borrower or the Irish Borrower is required to make any deduction for or on account of Tax from any payment it may make under this Agreement.

SECTION 3.11 No Filing or Stamp Taxes. Under the laws of a Relevant Borrower's Tax Jurisdiction it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Agreement or the transactions contemplated by this Agreement.

SECTION 3.12 ERISA. No ERISA Event has occurred in the five year period prior to the date on which this representation is made or deemed made and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, the present value of all accumulated benefit obligations under all Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plans, in the aggregate.

SECTION 3.13 Disclosure.

(a) All written information (other than the Projections, the pro forma financial statements and estimates and information of a general economic nature) concerning Holdings, the U.S. Borrower, the Restricted Subsidiaries, the Transactions and any other transactions contemplated hereby included in the Information Memorandum or otherwise prepared by or on behalf of the foregoing or their representatives and made available to the Lenders or the Agent in writing in connection with the Transactions on or before the Closing Date (the "Information"), when taken as a whole, as of the date such Information was furnished to the Agent or such Lenders, as the case may be, did not contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made.

(b) The Projections, pro forma financial statements and estimates and information of a general economic nature prepared by or on behalf of the U.S. Borrower or any of its representatives and that have been made available to any Lenders or the Agent in writing in connection with the Transactions on or before the Closing Date (the "Other Information") (i) have been prepared in good faith based upon assumptions believed by the U.S. Borrower to be reasonable as of the date thereof (it being understood that actual results may vary materially from the Other Information), and (ii) as of the Closing Date, have not been modified in any material respect by the U.S. Borrower.

SECTION 3.14 Material Agreements. Neither any Loan Party nor any Restricted Subsidiary is in default in any material respect in the performance, observance or fulfillment of any of its obligations contained in (i) any material agreement to which it is a party or (ii) any agreement or instrument to which it is a party evidencing or governing Indebtedness, except where any such default would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

SECTION 3.15 Solvency.

(a) Immediately after the consummation of the Transactions to occur on the Closing Date, (i) the fair value of the assets of the Loan Parties on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Loan Parties and the Foreign Borrowers on a consolidated basis; (ii) the present fair saleable value of the property of the Loan

Parties on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Loan Parties on a consolidated basis, on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured; (iii) the Loan Parties on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Loan Parties on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date.

(b) The Loan Parties do not intend to incur debts beyond their ability to pay such debts as they mature, taking into account the timing and amounts of cash to be received by the Loan Parties and the timing and amounts of cash to be payable by the Loan Parties on or in respect of their Indebtedness.

SECTION 3.16 Insurance. Schedule 3.16 sets forth a true, complete and correct description of all commercial insurance maintained by or on behalf of the Loan Parties and the Restricted Subsidiaries as of the Closing Date. As of the Closing Date, all such insurance is in full force and effect and all premiums in respect of such insurance have been duly paid. The U.S. Borrower believes that the insurance maintained by or on behalf of the U.S. Borrower and the Restricted Subsidiaries is adequate and is in accordance with normal industry practice.

SECTION 3.17 Capitalization and Subsidiaries. As of the Closing Date, Schedule 3.17 sets forth (a) a correct and complete list of the name and relationship to the U.S. Borrower of each and all of the U.S. Borrower's Subsidiaries, (b) a true and complete listing of each class of each of the U.S. Borrower's authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 3.17, and (c) the type of entity of the U.S. Borrower and each of its Subsidiaries. All of the issued and outstanding Equity Interests of the Restricted Subsidiaries owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable free and clear of all Liens (other than Liens created under the Loan Documents).

SECTION 3.18 Security Interest in Collateral. The provisions of the Collateral Documents create legal and valid Liens on all the Collateral in favor of the Agent, for the benefit of the Secured Parties; and upon the proper filing of UCC financing statements required pursuant to paragraph (k) of Section 4.01 and any Mortgages with respect to Mortgaged Properties and other actions to be taken pursuant to the terms of the Foreign Pledge Agreements, such Liens constitute perfected and continuing Liens on the Collateral, securing the Secured Obligations, enforceable against the applicable Loan Party and all third parties, and having priority over all other Liens on the Collateral except in the case of (a) Permitted Liens, to the extent any such Permitted Liens would have priority over the Liens in favor of the Agent pursuant to any applicable law and (b) Liens perfected only by possession (including possession of any certificate of title) to the extent the Agent has not obtained or does not maintain possession of such Collateral.

SECTION 3.19 Labor Disputes. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against any Loan Party currently occurring or, to the knowledge of the U.S. Borrower, threatened. Except (i) as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (ii) as set forth on Schedule 3.19, the consummation of the Transactions will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which Holdings, the U.S. Borrower or any of the Restricted Subsidiaries (or any predecessor) is a

party or by which Holdings, the U.S. Borrower or any of the Restricted Subsidiaries (or any predecessor) is bound.

SECTION 3.20 Federal Reserve Regulations.

(a) On the Closing Date, none of the Collateral is Margin Stock.

(b) None of Holdings, the U.S. Borrower and the Restricted Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(c) No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock (other than pursuant to, or in connection with, the Merger) or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of Regulation T, U or X.

SECTION 3.21 Transaction Documents. Holdings and the U.S. Borrower have delivered to the Agent a complete and correct copy of the Merger Agreement (including all schedules, exhibits, amendments, supplements and modifications thereto). Neither Holdings, the U.S. Borrower nor any other Loan Party or, to the knowledge of Holdings, the U.S. Borrower or each Loan Party, any other Person party thereto is in default in the performance or compliance with any material provisions thereof. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, all representations and warranties set forth in the Merger Agreement were true and correct in all material respects at the time as of which such representations and warranties were made (or deemed made).

ARTICLE IV

CONDITIONS

SECTION 4.01 Conditions Precedent to Initial Credit Extensions. The obligations of the Lenders to make Loans hereunder on the Closing Date, the obligations of the LC Facility Lenders to fund their LC Facility Deposits on the Closing Date and the obligations of the LC Facility Issuing Bank and Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party or (B) written evidence satisfactory to the Agent (which may include facsimile transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) fully executed copies of the other Loan Documents to be entered into on the Closing Date and such other certificates, documents, instruments and agreements as the Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.07 at least three Business Days prior to the Closing Date and the Foreign Borrower Cross-Guarantee.

(b) Legal Opinions. The Agent shall have received, on behalf of itself and the Lenders on the Closing Date, a favorable written opinion of (i) Simpson Thacher & Bartlett LLP, special New York counsel for the Loan Parties, in form and substance reasonably satisfactory to the Agent and (ii) local or other counsel reasonably satisfactory to the Agent as specified on

Schedule 4.01(b), in each case (A) dated the Closing Date, (B) addressed to the Agent and the Lenders and (C) in form and substance reasonably satisfactory to the Agent and covering such other matters under the laws of the respective jurisdiction in which such counsel is admitted to practice relating to the Loan Documents and the Transactions, as the Agent shall reasonably request.

(c) Financial Statements and Projections. The Lenders shall have received (i) the financial statements and opinion referred to in Sections 3.04(a) and (b) and (ii) projections in customary form for the U.S. Borrower and its Restricted Subsidiaries on a pro forma basis for completion of the Transactions for the fiscal years 2007 through 2014.

(d) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Agent shall have received (i) a certificate of each Loan Party and the Canadian Borrower, dated the Closing Date and executed by its Secretary, Assistant Secretary or director, which shall (A) certify the resolutions of its Board of Directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the other officers of such Loan Party or Canadian Borrower authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party or Canadian Borrower (and in the case of any Loan Party, certified by the relevant authority of the jurisdiction of organization of such Loan Party), and a true and correct copy of its by-laws, memorandum and articles of incorporation or operating, management, partnership or equivalent agreement to the extent applicable, and (ii) other than with respect to the Subsidiaries listed on Schedule 5.12(c), a good standing certificate for each Loan Party from its jurisdiction of organization to the extent such concept exists in such jurisdiction.

(e) No Default. On the Closing Date (i) no Default shall have occurred and be continuing (other than any Default arising pursuant to clause (d) of Section 7.01 with respect to any of the representations enumerated in clause (ii) below as not being a condition precedent to the initial credit extensions hereunder), and (ii) the representations and warranties contained in Article III (except the representations contained in Sections 3.01(b), 3.03, 3.04, 3.05, 3.06, 3.07, 3.09 through 3.17 and 3.19) are true and correct in all material respects as of such date and the Agent shall have received a certificate, signed by the chief financial officer of the U.S. Borrower to the foregoing effect and to the effect that, to the knowledge of such officer, the condition set forth in clause (m) below has been satisfied.

(f) Fees. The Lenders and the Agent shall have received all fees required to be paid, and all expenses for which invoices have been presented (including the reasonable documented fees and expenses of legal counsel), on or before the Closing Date.

(g) Lien and Judgment Searches. The Agent shall have received the results of recent lien and judgment searches in each of the jurisdictions reasonably requested by it.

(h) Solvency. The Agent shall have received a customary certificate from the chief financial officer of the U.S. Borrower certifying that the Loan Parties, on a consolidated basis after giving effect to the Transactions to occur on the Closing Date, are solvent (within the meaning of Section 3.15).

(i) Equity Contribution. The Joint Lead Arrangers and the Agent shall be satisfied with the arrangements for the Equity Contribution to be made substantially concurrently with the initial credit extensions hereunder.

(j) Pledged Stock; Stock Powers; Pledged Notes. The Agent shall have received (i) the certificates representing the shares of Capital Stock of each Domestic Subsidiary pledged pursuant to the Security Agreement (to the extent required thereby on the Closing Date), together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, (ii) each promissory note (if any) pledged to the Agent pursuant to the Security Agreement (to the extent required thereby) endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof, (iii) all documentation required to be delivered on or prior to the Closing Date pursuant to the terms of each Foreign Pledge Agreement and (iv) the certificates representing the shares of Capital Stock of each Restricted Subsidiary formed under the laws of Canada (or any province thereof) that are pledged pursuant to the Security Agreement (to the extent required thereby), together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof.

(k) Perfection Certificate; Filings, Registrations and Recordings. The Agent shall have received (i) a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of the U.S. Borrower, together with all attachments contemplated thereby and (ii) each document (including any UCC financing statement) reasonably requested by the Agent to be filed, registered or recorded in order to create in favor of the Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein.

(l) (A) Mortgages, etc. The Agent shall have received, with respect to each Mortgaged Property set forth on Schedule 4.01(l)(A), each of the following, in form and substance reasonably satisfactory to the Agent:

(i) a Mortgage on such property;

(ii) evidence that a counterpart of the Mortgage has been recorded or delivered to the appropriate title insurance company subject to arrangements reasonably satisfactory to the Agent for recording promptly following the closing hereunder, in each case, in each applicable jurisdiction;

(iii) ALTA or other mortgagee's title policy;

(iv) an opinion of counsel in the state in which such Mortgaged Property is located in form and substance and from counsel reasonably satisfactory to the Agent; and

(v) such other information, documentation, and certifications as may be reasonably required by the Agent, including, without limitation, a survey and a completed Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property;

provided that the amount of debt secured by each Mortgage in any State that imposes a mortgage tax shall be reasonably limited to an amount less than the Commitments so as to avoid multiple mortgage tax assessments.

(B) Mortgages, etc. The Agent shall have received, with respect to each Mortgaged Property set forth on Schedule 4.01(l)(B), each of the following, in form and substance reasonably satisfactory to the Agent:

(i) a Mortgage on such property;

(ii) evidence that a counterpart of the Mortgage has been recorded or delivered to the appropriate title insurance company subject to arrangements reasonably satisfactory to the Agent for recording promptly following the closing hereunder, in each case, in each applicable jurisdiction;

(iii) ALTA or other mortgagee's title policy;

(iv) an opinion of counsel in the state in which such Mortgaged Property is located in form and substance and from counsel reasonably satisfactory to the Agent; and

(v) such other information, documentation, and certifications as may be reasonably required by the Agent, including, without limitation, a completed Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (it being understood that with respect to each Mortgaged Property listed on Schedule 4.01(l)(B), no survey is required to be delivered on the Closing Date);

provided that the amount of debt secured by each Mortgage in any State that imposes a mortgage tax shall be reasonably limited to an amount less than the Commitments so as to avoid multiple mortgage tax assessments.

(C) Mortgages, etc. The Agent shall have received, with respect to each Mortgaged Property set forth on Schedule 4.01(l)(C), each of the following, in form and substance reasonably satisfactory to the Agent;

(i) a Mortgage on such property;

(ii) evidence that a counterpart of the Mortgage has been recorded or delivered to the appropriate title insurance company subject to arrangements reasonably satisfactory to the Agent for recording promptly following the closing hereunder, in each case, in each applicable jurisdiction;

(iii) an opinion of counsel in the state in which such Mortgaged Property is located in form and substance and from counsel reasonably satisfactory to the Agent; and

(iv) such other information, documentation, and certifications as may be reasonably required by the Agent, including, without limitation, a completed Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (it being understood that with respect to each Mortgaged Property listed on Schedule 4.01(l)(C), no survey is required to be delivered on the Closing Date);

provided that the amount of debt secured by each Mortgage in any State that imposes a mortgage tax shall be reasonably limited to an amount less than the Commitments so as to avoid multiple mortgage tax assessments.

(m) Closing Date Material Adverse Effect. Since August 8, 2006 and except as contemplated by the Merger Agreement, there shall not have been any event, state of facts, circumstance, development, change or effect (including those affecting or relating to any joint venture) that, individually or in the aggregate with all other events, states of fact, circumstances, developments, changes and effects, (i) is materially adverse to the business, assets, liabilities, condition (financial or otherwise) or results of operations of ARAMARK and its Subsidiaries, taken as a whole (a "Closing Date Material Adverse Effect"), other than any event, state of facts,

circumstance, development, change or effect resulting from (A) (1) changes in general economic, conditions or changes affecting the securities or financial markets in general or (2) a material worsening of current conditions caused by an act of terrorism or war (whether declared or not declared) occurring after the date of the Merger Agreement or any natural disasters or any national or international calamity affecting the United States, except, in the case of either clause (1) or (2), to the extent such changes or developments (x) have a disproportionate impact on ARAMARK and its Subsidiaries, taken as a whole, relative to other participants in the industries in which ARAMARK conducts its businesses or (y), in the case of the foregoing clause (2), directly affect the physical properties of ARAMARK and its Subsidiaries; (B) the announcement of the Merger Agreement and the transactions contemplated hereby, including (1) any loss of key employees and labor or union disputes or loss of customers caused thereby and (2) any fees or expenses incurred in connection with the transactions contemplated by the Merger Agreement; (C) any action taken at the written request of Merger Sub; (D) any change in the market price or trading volume of securities of ARAMARK in and of itself; (E) general changes in the industries in which ARAMARK and its Subsidiaries operate, except to the extent such changes or developments have a disproportionate impact on ARAMARK and its Subsidiaries, taken as a whole, relative to other participants in the industries in which ARAMARK conducts its businesses; (F) changes in GAAP, tax laws or regulations; or (G) any failure by ARAMARK to meet any internal projections or forecasts; provided that a change, effect, event, circumstance, occurrence or state of facts causing or contributing to such failure may be a Closing Date Material Adverse Effect; or (ii) would prevent ARAMARK from consummating the Merger.

(n) Other Indebtedness. The Agent shall be satisfied with the arrangements to consummate the Existing Debt Refinancing substantially concurrently with the initial credit extensions hereunder (it being understood that the term loan owed to Sumitomo Mitsui Banking Corporation in the amount of ¥5,422,000,000 may be repaid by the U.S. Borrower on January 29, 2007 with the proceeds of the Yen Term Loan drawn on such date). After giving effect to the Transactions and the other transactions contemplated hereby, Holdings, the U.S. Borrower and the Subsidiaries shall not have any outstanding Funded Debt or preferred stock other than (a) the Obligations, (b) the Senior Notes, (c) preferred Equity Interests issued in connection with the Equity Contribution, if any, and (d) Indebtedness set forth on Schedule 6.01.

(o) [Reserved]

(p) Merger. The Merger shall be consummated substantially simultaneously with the making of the Loans to be made on the Closing Date, in accordance with the Merger Agreement (which shall not have been amended or modified prior to the Closing Date in a manner adverse to the Lenders in any material respect without the prior written consent of the Joint Lead Arrangers).

(q) Other Financing. The U.S. Borrower shall have received gross cash proceeds of not less than \$1,780.0 million from the issuance of the Senior Notes.

(r) PATRIOT Act. The Agent shall have received all documentation and other information reasonably requested by it that is required to be obtained or maintained by it by regulatory authorities under applicable “know your customer” and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act.

(s) European Borrower Closing Deliverables. The Agent (or its counsel) shall have received from the European Borrowers:

(i) A copy of the constitutional documents (in the case of the German Borrower-2, articles of association, in the case of the German Borrower-1, partnership agreement and in the case of the Irish Borrower, the memorandum and articles of association and the certificate of incorporation) of each European Borrower;

(ii) In respect of each German Borrower an up-to-date excerpt from the commercial register (*Handelsregister*) at which such German Borrower is registered;

(iii) To the extent applicable, a copy of a resolution of the Board of Directors of each European Borrower (or a committee of its board of directors) approving the terms of, the transactions contemplated by, and the execution, delivery and performance of the Loan Documents to which it is a party;

(iv) If applicable, a copy of a resolution of the Board of Directors of each European Borrower establishing the committee referred to in clause (iii) above;

(v) A specimen of the signature of each person authorized on behalf of each European Borrower to execute or witness the execution of any Loan Document or to sign or send any document or notice in connection with any Loan Document;

(vi) A copy of a resolution, signed by all of the holders of the issued or (in the case of the German Borrowers) allotted shares, approving the terms of, the transactions contemplated by, and the execution, delivery and performance of the Loan Documents to which it is a party;

(vii) If applicable, a copy of a resolution of the Board of Directors of each corporate shareholder in each European Borrower approving the resolution referred to in clause (vi) above;

(viii) A certificate of an authorized signatory of each European Borrower:

(A) confirming that the transactions contemplated hereby to which it is a party will not breach any limit binding on it; and

(B) certifying that each copy document specified in this clause (s) is correct and complete and that the original of each of those documents is in full force and effect and has not been amended or superseded as at a date no earlier than the Closing Date;

(ix) If available, a copy of the latest audited accounts of each European Borrower;

(x) Evidence that the agent for service of process of each European Borrower under each Loan Document to which it is a party has accepted its appointment; and

(xi) In respect of the Irish Borrower, a certified copy of (a) the resolution of the Board of Directors, (b) the directors' statutory declaration and (c) the shareholders resolution, required under S60(2) of the Irish Companies Act 1963, as amended (financial assistance).

SECTION 4.02 Conditions Precedent to Each Loan and Letter of Credit.

The obligation of each Lender on any date (other than the Closing Date) to make any Loan or of the Issuing Bank or LC Facility Issuing Bank to issue, increase, renew, amend or extend any Letter of Credit is subject to the satisfaction of each of the following conditions precedent:

(a) Request for Borrowing or Issuance of Letter of Credit. With respect to any Loan, the Agent shall have received a duly executed Borrowing Request, and, with respect to any Letter of Credit, the Agent and the relevant Issuing Bank or LC Facility Issuing Bank shall have received a request for a Letter of Credit complying with Section 2.04.

(b) Representations and Warranties; No Defaults. On the date of such Loan or issuance, both before and after giving effect thereto and, in the case of any Loan, to the application of the proceeds thereof:

(i) the representations and warranties set forth in Article III (other than Section 3.21) and in the other Loan Documents shall be true and correct in all material respects with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; provided that any representation or warranty that is qualified as to materiality or "Material Adverse Effect" shall be true and correct in all respects; and

(ii) no Default shall have occurred and be continuing.

The acceptance by a Borrower of the proceeds of each Loan requested in any Borrowing Request, and the issuance of each Letter of Credit requested hereunder at the request of any Borrower, shall be deemed to constitute a representation and warranty by such Borrower as to the matters specified in clause (b) above on the date of the making of such Loan or the issuance of such Letter of Credit (except that no opinion need be expressed as to the Agent's or the Required Lenders' satisfaction with any document, instrument or other matter).

ARTICLE V

AFFIRMATIVE COVENANTS

Until the Discharge of Obligations, each Loan Party executing this Agreement covenants and agrees, jointly and severally with all of the Loan Parties, with the Lenders that:

SECTION 5.01 Financial Statements and Other Information. The U.S. Borrower will furnish to the Agent (which will promptly furnish such information to the Lenders in accordance with its customary practice):

(a) within ninety (90) days after the end of each fiscal year of the U.S. Borrower, its audited consolidated balance sheet and related statements of earnings, shareholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by KPMG LLP or other independent public accountants of recognized national standing and reasonably acceptable to the Agent (without a "going concern" or like qualification or exception or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly, in all material respects, the

financial position and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP;

(b) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of the U.S. Borrower, its consolidated balance sheet and related statements of earnings and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly, in all material respects, the financial position and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a Compliance Certificate signed by a Financial Officer of the U.S. Borrower in substantially the form of Exhibit C (i) setting forth the calculations required to establish whether the U.S. Borrower and the Restricted Subsidiaries were in compliance with the provisions of Section 6.10 as at the end of such fiscal year or period, as the case may be and, if such certificate demonstrates an Event of Default of any covenant under Section 6.10, the U.S. Borrower may deliver, together with such Compliance Certificate, notice of an intent to cure (a “Notice of Intent to Cure”) such Event of Default pursuant to Section 7.03; provided that the delivery of a Notice of Intent to Cure shall in no way affect or alter the occurrence, existence or continuation of any such Event of Default or the rights, benefits, powers and remedies of the Agent and the Lenders under any Loan Document, (ii) certifying that no Event of Default or Default has occurred or, if an Event of Default or Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (iii) setting forth, in the case of the financial statements delivered under clause (a), (x) commencing with the fiscal year ending on September 30, 2008, the U.S. Borrower’s calculation of Excess Cash Flow for such fiscal year and (y) a list of names of all Immaterial Subsidiaries (if any), that each Restricted Subsidiary set forth on such list individually qualifies as an Immaterial Subsidiary and that all Domestic Subsidiaries listed as Immaterial Subsidiaries in the aggregate comprise less than 5% of Total Assets of the U.S. Borrower and the Restricted Subsidiaries at the end of the period to which such financial statements relate and represented (on a contribution basis) less than 5% of EBITDA of the U.S. Borrower for the period to which such financial statements relate;

(d) concurrently with any delivery of consolidated financial statements under clause (a) or (b) above, the related unaudited consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements;

(e) within ninety (90) days after the beginning of each fiscal year, a detailed consolidated budget of the U.S. Borrower and the Restricted Subsidiaries for such fiscal year (including a projected consolidated balance sheet and the related consolidated statements of projected cash flows and projected income as of the end of and for such fiscal year), including a summary of the underlying material assumptions with respect thereto (collectively, the “Budget”), and, as soon as available, significant revisions, if any, of such Budget, which Budget or revisions thereto shall in each case be accompanied by the statement of a Financial Officer of the U.S. Borrower to the effect that, to the best of his knowledge, the Budget is a reasonable estimate for the period covered thereby;

(f) as soon as practicable upon the reasonable request of the Agent, deliver an updated Perfection Certificate (or, to the extent such request relates to specified information

contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this clause (f) or Section 5.11;

(g) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials publicly filed by the U.S. Borrower or any Restricted Subsidiary with the SEC, or with any other securities exchange, or, after an initial public offering of shares of Capital Stock of the U.S. Borrower, distributed by the U.S. Borrower to its shareholders generally, as the case may be;

(h) promptly following the Agent's request therefor, all documentation and other information that the Agent reasonably requests on its behalf or on behalf of any Lender in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering or terrorist financing rules and regulations, including the USA PATRIOT Act; and

(i) as promptly as reasonably practicable from time to time following the Agent's request therefor, such other information regarding the operations, business affairs and financial condition of Holdings, the U.S. Borrower or any Restricted Subsidiary, or compliance with the terms of any Loan Document, as the Agent may reasonably request (on behalf of itself or any Lender).

Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 5.01 may be satisfied with respect to financial information of the U.S. Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of Holdings (or any direct or indirect parent of Holdings) or (B) the U.S. Borrower's or Holdings' (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (A) and (B), (i) to the extent such information relates to Holdings (or a parent thereof), such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to Holdings (or such parent), on the one hand, and the information relating to the U.S. Borrower and its Subsidiaries on a standalone basis, on the other hand and (ii) to the extent such information is in lieu of information required to be provided under clause (a) of this Section 5.01, such materials are accompanied by a report and opinion of KPMG LLP or other independent public accountants of recognized national standing and reasonably acceptable to the Agent, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit.

Documents required to be delivered pursuant to clauses (a), (b), (d) or (f) of this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the U.S. Borrower posts such documents, or provides a link thereto on the U.S. Borrower's website on the Internet at the website address listed on Schedule 9.01; (ii) on which such documents are posted on the U.S. Borrower's behalf on IntraLinks™ or a substantially similar electronic platform, if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent); or (iii) on which such documents are filed for public availability on the SEC's Electronic Data Gathering and Retrieval System; provided that the U.S. Borrower shall notify (which may be by facsimile or electronic mail) the Agent of the posting of any such documents and provide to the Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Notwithstanding anything contained herein, in every instance the U.S. Borrower shall be required to provide paper copies of the Compliance Certificates required by clause (c) of this Section 5.01 to the Agent.

Any financial statements required to be delivered pursuant to clause (b) of this Section 5.01 prior to the first date of delivery of financial statements pursuant to clause (a) of this Section 5.01 following the Closing Date shall not be required to contain all purchase accounting adjustments

relating to the Transactions to the extent it is not practicable to include any such adjustments in such financial statements.

SECTION 5.02 Notices of Material Events. The U.S. Borrower will furnish to the Agent written notice of the following promptly after any Responsible Officer of Holdings or the U.S. Borrower obtains knowledge thereof:

(a) the occurrence of any Event of Default or Default;

(b) the filing or commencement of any action, suit or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against Holdings, the U.S. Borrower or any of the Restricted Subsidiaries as to which an adverse determination is reasonably probable and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(c) any loss, damage, or destruction to the Collateral in the amount of \$50.0 million or more whether or not covered by insurance;

(d) any and all default notices received under or with respect to any leased location or public warehouse where any material Collateral in the amount of \$50.0 million or more is located;

(e) the occurrence of any ERISA Event that, together with all other ERISA Events that have occurred and are continuing, would reasonably be expected to have a Material Adverse Effect; and

(f) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 5.02 shall be accompanied by a statement of a Responsible Officer of the U.S. Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03 Existence; Conduct of Business. Each Loan Party will, and will cause each Restricted Subsidiary to, do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits (except as such would otherwise reasonably expire, be abandoned or permitted to lapse in the ordinary course of business), necessary in the normal conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except (i) other than with respect to Holdings' or any Borrower' s existence, to the extent such failure to do so would not reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction permitted by Section 6.03.

SECTION 5.04 Payment of Obligations. Each Loan Party will, and will cause each Subsidiary to, pay or discharge all material Tax liabilities, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.05 Maintenance of Properties. Each Loan Party will, and will cause each Restricted Subsidiary to (a) at all times maintain and preserve all material property necessary to the normal conduct of its business in good repair, working order and condition, ordinary wear and tear excepted and casualty or condemnation excepted and (b) make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto as necessary in accordance with prudent industry practice in order that the business carried on in connection therewith, if any, may be properly conducted at all times, except, in each case, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06 Books and Records; Inspection Rights. The U.S. Borrower shall, and shall cause its Restricted Subsidiaries, to permit representatives and independent contractors of the Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the U.S. Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the U.S. Borrower (it being understood that, in the case of any such meetings or advice from such independent accountants, the U.S. Borrower shall be deemed to have satisfied its obligations under this Section 5.06 to the extent that it has used commercially reasonable efforts to cause its independent accountants to participate in any such meeting); provided that, excluding any such visits, meetings and inspections during the continuation of an Event of Default, only the Agent on behalf of the Lenders may exercise rights of the Agent and the Lenders under this Section 5.06 and the Agent shall not exercise such rights more often than two (2) times during any calendar year absent the existence of an Event of Default and only one (1) such time shall be at the U.S. Borrower's expense; provided, further, that when an Event of Default exists, the Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the U.S. Borrower at any time during normal business hours and upon reasonable advance notice. The Agent and the Lenders shall give the U.S. Borrower the opportunity to participate in any discussions with the U.S. Borrower's independent public accountants.

SECTION 5.07 Maintenance of Ratings. Holdings and the U.S. Borrower shall use their commercially reasonable efforts to cause the credit facilities provided for herein to be continuously rated by S&P and Moody's.

SECTION 5.08 Compliance with Laws. Each Loan Party will, and will cause each Subsidiary to, comply in all material respects with all Requirements of Law applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.09 Use of Proceeds. The proceeds of the Loans and other extensions of credit under this Agreement will be used only for the purposes specified in the introductory statement to this Agreement. No part of the proceeds of any Loan or other extension of credit hereunder will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation T, U or X.

SECTION 5.10 Insurance.

(a) Each Loan Party will, and will cause each Restricted Subsidiary to, maintain, with financially sound and reputable insurance companies (a) insurance in such amounts and against such risks, as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations (after giving effect to any self-insurance reasonable and customary for similarly situated companies) and (b) all insurance required pursuant to the Collateral Documents (and shall use commercially reasonable efforts to cause the Agent to be listed as a loss payee

on property and casualty policies covering loss or damage to Collateral and as an additional insured on commercial general liability policies). The U.S. Borrower will furnish to the Agent, upon request, information in reasonable detail as to the insurance so maintained.

(b) With respect to each Mortgaged Property, obtain flood insurance in such total amount as the Agent may from time to time require, if at any time the area in which any improvements are located on any Mortgaged Property is designated a “flood hazard area” in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time.

SECTION 5.11 Additional Collateral; Further Assurances.

(a) Subject to applicable law, the U.S. Borrower shall cause (i) each of its Domestic Subsidiaries (other than any Immaterial Subsidiary (except as otherwise provided in paragraph (e) of this Section 5.11), Receivables Subsidiary or Business Securitization Subsidiary) which becomes a Domestic Subsidiary after the Closing Date and (ii) any such Domestic Subsidiary that was an Immaterial Subsidiary but, as of the end of the most recently ended fiscal quarter of the U.S. Borrower has ceased to qualify as an Immaterial Subsidiary, to become a Loan Party as promptly thereafter as reasonably practicable by executing a Joinder Agreement in substantially the form set forth as Exhibit D hereto (the “Joinder Agreement”). Upon execution and delivery thereof, each such Person (i) shall automatically become a Loan Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will simultaneously therewith or as soon as practicable thereafter grant Liens to the Agent, for the benefit of the Agent and the Lenders and each other Secured Party at such time party to or benefiting from the Collateral Documents, to the extent required by the terms thereof, in any property (subject to the limitations with respect to Equity Interests set forth in paragraph (b) of this Section 5.11 and the Security Agreement, the limitations with respect to real property set forth in paragraph (f) of this Section 5.11 and any other limitations set forth in the Security Agreement) of such Loan Party which constitutes Collateral, on such terms as may be required pursuant to the terms of the Collateral Documents.

(b) The U.S. Borrower and each Subsidiary that is a Loan Party will cause (i) 100% of the issued and outstanding Equity Interests of each of its Domestic Subsidiaries, other than (x) any Domestic Subsidiary taxed as a partnership or a disregarded entity for federal income tax purposes that holds Capital Stock of a Foreign Subsidiary whose Equity Interests are pledged pursuant to clause (ii) below and (y) and any Receivables Subsidiary or Business Securitization Subsidiary, and (ii) (A) 100% of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and (B) 100% of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each case of clause (A) and (B) above, of each First-Tier Foreign Subsidiary to be subject at all times to a first priority perfected Lien in favor of the Agent pursuant to the terms and conditions of the Loan Documents or other security documents as the Agent shall reasonably request; provided, however, that (x) only 65% of the outstanding Equity Interests of any Foreign Subsidiary pledged pursuant to subclause (b)(ii)(A) above shall secure the Domestic Obligations, (y) this clause (b) shall not require any Loan Party to grant a security interest in the Equity Interests of any Unrestricted Subsidiary and (z) no pledge of any Equity Interests shall be required to the extent such Equity Interests are excluded from the Collateral pursuant to the terms of the Security Agreement.

(c) Without limiting the foregoing, each Loan Party will, and will cause each Loan Party to, execute and deliver, or cause to be executed and delivered, to the Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents and such

other actions or deliveries of the type required by Article IV, as applicable), which may be required by law or which the Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents (subject to the limitations with respect to Equity Interests set forth in paragraph (b) of this Section 5.11, the limitations with respect to real property set forth in paragraph (f) of this Section 5.11 and any other limitations set forth in the Security Agreement), all at the expense of the Loan Parties.

(d) Subject to the limitations set forth or referred to in this Section 5.11, if any material assets (including any real property or improvements thereto or any interest therein) are acquired by the U.S. Borrower or any Subsidiary that is a Loan Party after the Closing Date (other than assets constituting Collateral under the Security Agreement that become subject to the Lien in favor of the Agent upon acquisition thereof), the U.S. Borrower will notify the Agent and the Lenders thereof, and the U.S. Borrower will cause such assets to be subjected to a Lien securing the Secured Obligations and will take, and cause the Loan Parties that are Subsidiaries to take, such actions as shall be necessary or reasonably requested by the Agent to grant and perfect such Liens (in each case, to the extent required under clauses (a), (b) and (c) above, (f) below and by the Security Agreement), including actions described in clause (c) of this Section 5.11, all at the expense of the Loan Parties.

(e) If, at any time and from time to time after the Closing Date, Domestic Subsidiaries that are not Loan Parties because they are Immaterial Subsidiaries comprise in the aggregate more than 5% of Total Assets as of the end of the most recently ended fiscal quarter of the U.S. Borrower or more than 5% of EBITDA of the U.S. Borrower for the period of four consecutive fiscal quarters as of the end of the most recently ended fiscal quarter of the U.S. Borrower, then the U.S. Borrower shall, not later than 45 days after the date by which financial statements for such quarter are required to be delivered pursuant to this Agreement, cause one or more such Domestic Subsidiaries to become additional Loan Parties (notwithstanding that such Domestic Subsidiaries are, individually, Immaterial Subsidiaries) such that the foregoing condition ceases to be true.

(f) Notwithstanding anything to the contrary in this Section 5.11, real property required to be mortgaged under this Section 5.11 shall be limited to real property located in the U.S. owned in fee by a Loan Party having a fair market value at the time of the acquisition thereof of \$15.0 million or more (provided that the cost of perfecting such Lien is not unreasonable in relation to the benefits to the Lenders of the security afforded thereby in the Agent's reasonable judgment after consultation with the U.S. Borrower).

(g) Notwithstanding anything to the contrary contained herein, the Loan Parties shall not be required to include as Collateral any Excluded Assets (as defined in the Security Agreement).

(h) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the amount of Secured Obligations secured by any Lien on a Principal Property will be limited to the maximum amount that can be secured thereby without requiring the 2012 Notes to be equally and ratably secured thereby under the terms of the 2012 Notes Indenture.

SECTION 5.12 Post-Closing Requirements.

(a) Real Property. To the extent (i) such items have not been delivered as of the Closing Date and (ii) such items are necessary to permit LandAmerica to remove the general survey exception from the applicable ALTA or other mortgagee's title policy, within sixty (60) days after the Closing Date, unless waived or extended by the Agent in its sole discretion, the applicable Loan Party shall deliver to the Agent, with respect to each ALTA or other mortgagee's title

policy, dated on or about the date hereof, insuring the Mortgage encumbering the Mortgaged Property located at (x) 141 Longwater Drive, Norwell, MA, (y) 1848 Northwest 23rd Avenue, Portland, OR and (z) 2300 and 2500 Warrenville Road, Downers Grove, IL, the following:

(i) a survey reasonably acceptable to the Agent; and

(ii) endorsements thereto (1) eliminating the general or standard survey exception and (2) providing the comprehensive and survey endorsements thereto as well as any other endorsements reasonably requested by the Agent which were omitted as a result of the applicable Loan Party' s failure to obtain a survey contemporaneously with said ALTA or other mortgagee' s title policy.

(b) Certain Subsidiaries. As to each Subsidiary listed on Schedule 5.12(c), within thirty (30) days after the Closing Date, unless waived or extended by the Agent in its sole discretion, the Loan Parties (x) shall deliver evidence that such Subsidiary is in good standing or (y) shall designate such Subsidiary as an Immaterial Subsidiary in accordance with the terms of, and to the extent permitted by the terms of, this Agreement.

(c) German-2 Borrower. The Agent shall have received from the German-2 Borrower within fourteen (14) days after the Closing Date, unless waived or extended by the Agent in its sole discretion, a copy of a resolution of its supervisory board (*Aufsichtsratsbeschluss*) relating to the terms of, the transactions contemplated by, and the execution, delivery and performance of the Loan Documents to which the German-2 Borrower is a party.

(d) Other Indebtedness. To the extent the term loan owed to Sumitomo Mitsui Banking Corporation in the amount of ¥5,422,000,000 is not repaid on the Closing Date, such term loan shall be repaid by the U.S. Borrower on January 29, 2007 with the proceeds of the Yen Term Loan drawn on such date.

(e) Insurance. To the extent such certificates have not been delivered as of the Closing Date, the Loan Parties shall deliver to the Agent within fifteen (15) days after the Closing Date, unless waived or extended by the Agent in its sole discretion, certificates reasonably satisfactory with respect to insurance coverage of the Loan Parties.

(f) German Borrower Specimen Signatures. The Agent shall have received from the German Borrowers within fourteen (14) days after the Closing Date, unless waived or extended by the Agent in its sole discretion, the specimen signature of the German signatories in such form as the Administrative Agent shall reasonably agree.

ARTICLE VI

NEGATIVE COVENANTS

Until the Discharge of Obligations, the Loan Parties covenant and agree, jointly and severally, with the Lenders that:

SECTION 6.01 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) The U.S. Borrower 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 U.S. Borrower 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 so long as no Event of Default has occurred and is continuing the U.S. Borrower 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 U.S. Borrower’s Interest Coverage Ratio for the U.S. Borrower’s most recently ended four full fiscal quarters for which financial statements have been delivered pursuant to Section 5.01 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, further, that any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock by any Restricted Subsidiary that is not a Subsidiary Guarantor pursuant to this clause (a) shall be subject to the limitations set forth in Section 6.01(g).

(b) The limitations set forth in clause (a) of this Section 6.01 shall not apply to any of the following items:

(i) Indebtedness under any Receivables Facility;

(ii) Indebtedness of the U.S. Borrower and any of its Restricted Subsidiaries under the Loan Documents;

(iii) the incurrence by the U.S. Borrower and any Subsidiary Guarantor of Indebtedness represented by the Senior Notes issued on the Closing Date (including any guarantees thereof) and the exchange notes and related exchange guarantees to be issued in exchange for the Senior Notes pursuant to the Registration Rights Agreement;

(iv) Indebtedness of any Business Securitization Subsidiary in respect of any Business Securitization Facility;

(v) Indebtedness (other than Indebtedness under any Receivables Facility) existing on the date hereof; provided that any Indebtedness which is in excess of (x) \$10.0 million individually or (y) \$50.0 million in the aggregate (when taken together with all other Indebtedness outstanding in reliance on this clause (v) that is not set forth on Schedule 6.01) shall only be permitted under this clause (v) to the extent such Indebtedness is set forth on Schedule 6.01;

(vi) Indebtedness (including Capitalized Lease Obligations), Disqualified Stock and Preferred Stock incurred by the U.S. Borrower 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 U.S. Borrower or any Restricted Subsidiary as of the Closing Date or acquired by the U.S. Borrower or any Restricted Subsidiary after the Closing Date in exchange for, or with the proceeds of the sale of, such assets owned by the U.S. Borrower or any Restricted Subsidiary as of the Closing Date), repairs, additions or improvement of property (real or personal), equipment or other fixed or capital assets; provided that either (x) at the time of incurrence of such Indebtedness or issuance of such Disqualified Stock or Preferred Stock, the aggregate amount of all outstanding Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (vi), when aggregated with the then outstanding amount of Indebtedness under clause (xv) incurred to refinance Indebtedness incurred in reliance on this clause (vi), does not exceed the

greater of (A) \$250.0 million and (B) 2.5% of Total Assets or (y) after giving effect to the incurrence of such Indebtedness or issuance of such Disqualified Stock or Preferred Stock, the U.S. Borrower would be in compliance with Section 6.10 as of the most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 both (I) as such covenant is in effect on such date and (II) as such covenant is in effect on the Closing Date, whether or not the Revolving Credit Termination Date with respect to all the Revolving Facilities has occurred and without giving effect to any waiver of such covenant (provided that this sub-clause (II) shall in any event be deemed satisfied if such Consolidated Secured Debt Ratio as of such most recently completed fiscal quarter would be equal to or less than 4.50 to 1);

(vii) Indebtedness incurred by the U.S. Borrower or any Restricted Subsidiary constituting reimbursement obligations with respect to letters of credit or surety bonds 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 thirty (30) days following such drawing or incurrence;

(viii) Indebtedness arising from agreements of the U.S. Borrower 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 (A) such Indebtedness is not reflected on the balance sheet of the U.S. Borrower or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet shall not be deemed to be reflected on such balance sheet for purposes of this clause (A)) and (B) 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 U.S. Borrower and the Restricted Subsidiaries in connection with such disposition;

(ix) Indebtedness of the U.S. Borrower to a Restricted Subsidiary; provided that any such Indebtedness owing to a Restricted Subsidiary that is not a Subsidiary Guarantor is subordinated in right of payment to the Obligations; 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 U.S. Borrower or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness;

(x) Indebtedness of a Restricted Subsidiary to the U.S. Borrower or another Restricted Subsidiary; provided that if a Subsidiary Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Subsidiary Guarantor, such Indebtedness is subordinated in right of payment to the obligations of such Subsidiary Guarantor under its Loan Guaranty; 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 U.S. Borrower or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (x);

(xi) subject to compliance with Section 6.07, shares of Preferred Stock of a Restricted Subsidiary issued to the U.S. Borrower or another Restricted Subsidiary; provided that, in the case of Preferred Stock issued by a Subsidiary Guarantor, such Preferred Stock is issued to the U.S. Borrower or another Subsidiary 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 Preferred Stock (except (x) in the case of Preferred Stock of a Subsidiary Guarantor, to the U.S. Borrower or another Subsidiary Guarantor and (y) in the case of a Restricted Subsidiary that is not a Subsidiary Guarantor, to the U.S. Borrower 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 (xi);

(xii) 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 under this Agreement to be outstanding, (B) exchange rate risk or (C) commodity pricing risk;

(xiii) obligations in respect of performance, bid, appeal and surety bonds and completion guarantees and similar obligations provided by the U.S. Borrower or any Restricted Subsidiary in the ordinary course of business;

(xiv) (A) any guarantee by the U.S. Borrower 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 this Agreement or (B) any guarantee by a Restricted Subsidiary of Indebtedness of the U.S. Borrower permitted to be incurred under the terms of this Agreement (other than the 2012 Notes or any Refinancing Indebtedness in respect thereof); provided, in each case, that (x) such guarantee is incurred in accordance with Section 6.08 and (y) in the case of any guarantee of Indebtedness of the U.S. Borrower or any Subsidiary Guarantor by any Restricted Subsidiary that is not a Subsidiary Guarantor, such Restricted Subsidiary executes a Joinder Agreement in order to become a Subsidiary Guarantor under this Agreement;

(xv) the incurrence by the U.S. Borrower 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 such Person incurred as permitted under paragraph (a) of this Section 6.01 and clauses (iii), (iv), (v) (except for Existing Indebtedness described on Part I of Schedule 1.01(c)) and (vi) above, this clause (xv) and clauses (xvi), (xvii), (xx)(B) and (xxii) of this paragraph (b) 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 and fees (including reasonable lender premiums) in connection therewith (the "Refinancing Indebtedness") prior to its respective maturity; provided, however, that such Refinancing Indebtedness (A) 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, (B) to the extent such Refinancing Indebtedness extends, replaces, refunds, refinances, renews or defeases (1) Indebtedness subordinated to the Obligations or the Loan Guaranty of any Subsidiary Guarantor, such Refinancing Indebtedness is subordinated to the Obligations or such Loan Guaranty at least to the same extent as the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased or (2) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness must be Disqualified Stock or Preferred Stock, respectively, and (C) shall not include (1)

Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that is not a Subsidiary Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the U.S. Borrower, (2) Indebtedness, Disqualified Stock or Preferred Stock of a Restricted Subsidiary that is not a Subsidiary Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary Guarantor or (3) Indebtedness, Disqualified Stock or Preferred Stock of the U.S. Borrower or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; provided, further, that any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock by any Restricted Subsidiary that is not a Subsidiary Guarantor pursuant to this clause (xv) shall be subject to the limitations set forth in Section 6.01(g) to the same extent as the Indebtedness refinanced;

(xvi) Indebtedness, Disqualified Stock or Preferred Stock (x) of the U.S. Borrower or any Restricted Subsidiary incurred to finance any Investment permitted by clause (c)(i)(A) or (B) or (c)(iii) of the definition of "Permitted Investments" or (y) of Persons that are acquired by the U.S. Borrower or any Restricted Subsidiary or Persons that are merged into the U.S. Borrower or a Restricted Subsidiary in accordance with the terms of this Agreement or that is assumed by the U.S. Borrower or a Restricted Subsidiary in connection with such Investment; provided that (A) in the case of Secured Indebtedness assumed under clause (y) above only, on a pro forma basis for the issuance or assumption of such Indebtedness, Disqualified Stock or Preferred Stock and the application of proceeds therefrom, the U.S. Borrower would (I) be in compliance with Section 6.10 (as such covenant is in effect on such date) for the most recently completed fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 and (II) not have a Consolidated Secured Debt Ratio as of such most recently completed fiscal quarter that is in excess of the level specified on the Closing Date as the maximum Consolidated Secured Debt Ratio permitted as of the end of the first full quarter following the Closing Date; (B) in the case of clauses (x) and (y) above, on a pro forma basis for the issuance or assumption of such Indebtedness, Disqualified Stock or Preferred Stock and the application of proceeds therefrom, either (i) the U.S. Borrower would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to Section 6.01(a) or (ii) the Interest Coverage Ratio of the U.S. Borrower for the U.S. Borrower's most recently ended four full fiscal quarters for which financial statements have been delivered pursuant to Section 5.01 would be greater than immediately prior to such acquisition or merger; (C) in the case of clause (x), such Indebtedness, Disqualified Stock or Preferred Stock is not Secured Indebtedness, (D) such Indebtedness, Disqualified Stock or Preferred Stock is not incurred while an Event of Default exists and no Event of Default shall result therefrom, (E) in the case of clause (x) above only, such Indebtedness, Disqualified Stock or Preferred Stock 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 Term Loan Maturity Date; and (F) in the case of clause (y) above only, such Indebtedness, Disqualified Stock or Preferred Stock is not incurred in contemplation of such acquisition or merger; provided, further, that any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock by any Restricted Subsidiary that is not a Subsidiary Guarantor pursuant to this clause (xvi) shall be subject to the limitations set forth in Section 6.01(g);

(xvii) 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;

(xviii) Indebtedness supported by a Letter of Credit in a principal amount not to exceed the face amount of such Letter of Credit;

(xix) Indebtedness incurred by a Foreign Subsidiary which, when aggregated with the principal amount of all other Indebtedness incurred pursuant to this clause (xix) and then outstanding, does not exceed the greater of (x) \$60.0 million and (y) 5.0% of Foreign Subsidiary Total Assets; provided, further, that, except in the case of any Indebtedness under any working capital facility or otherwise incurred in the ordinary course of business to finance the operations of such Foreign Subsidiary, any incurrence of Indebtedness by any Foreign Subsidiary pursuant to this clause (xix) shall be subject to the limitations set forth in Section 6.01(g);

(xx) Indebtedness, Disqualified Stock and Preferred Stock of the U.S. Borrower or 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 (xx) and then outstanding (together with any Refinancing Indebtedness in respect of any such Indebtedness, Disqualified Stock or Preferred Stock which is then outstanding in reliance on clause (xv) above), does not at any one time outstanding exceed the sum of (A) the greater of (I) \$250.0 million and (II) 2.5% of Total Assets (it being understood that any Indebtedness, Disqualified Stock and Preferred Stock incurred pursuant to this clause (xx) shall for purposes of this clause (xx) cease to be deemed incurred or outstanding under this clause (xx) but shall be deemed incurred pursuant to Section 6.01(a) from and after the first date on which the U.S. Borrower or such Restricted Subsidiary, as applicable, could have incurred such Indebtedness, Disqualified Stock or Preferred Stock pursuant to Section 6.01(a) without reliance on this clause (xx)(A)), plus (B) 100% of the net cash proceeds received by the U.S. Borrower since after the Closing Date from the issue or sale of Equity Interests of the U.S. Borrower or cash contributed to the capital of the U.S. Borrower (in each case, other than (i) proceeds of Disqualified Stock or sales of Equity Interests to the U.S. Borrower or any of its Restricted Subsidiaries and (ii) any equity contribution received by the U.S. Borrower pursuant to Section 7.03) as determined in accordance with clause (a)(ii) of the definition of “Applicable Amount” to the extent such net cash proceeds or cash has not been applied to make Restricted Payments or to make Permitted Investments (other than Permitted Investments of the type specified in clause (a) and (c) of the definition thereof) (such amount, the “Designated Equity Amount”), plus (C) the excess of (I) \$250.0 million over (II) the amount of Indebtedness outstanding in reliance on clause (xxii) at the time any Indebtedness is incurred in reliance on this subclause (C); provided that any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock by any Restricted Subsidiary that is not a Subsidiary Guarantor pursuant to this clause (xx) shall be subject to the limitations set forth in Section 6.01(g);

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

(xxii) Indebtedness, Disqualified Stock and Preferred Stock of the U.S. Borrower or any Restricted Subsidiary (A) assumed in connection with any Investment permitted by clause (c) of the definition of “Permitted Investments” or in connection with the acquisition of minority investments held by Persons other than the U.S. Borrower or a Wholly-Owned Subsidiary in any non-Wholly-Owned Subsidiary or (B) incurred to finance any Investment permitted by clause (c) of the definition of “Permitted Investments” or in connection with the acquisition of minority

investments held by Persons other than the U.S. Borrower or a Wholly-Owned Subsidiary in any non-Wholly-Owned Subsidiary, in each case, that is secured only by the assets or business acquired in the applicable Permitted Investment (including any acquired Equity Interests) and so long as both immediately prior and after giving effect thereto no Event of Default shall exist or result therefrom; provided that the aggregate principal amount or liquidation preference of such Indebtedness (when aggregated with any outstanding Refinancing Indebtedness in respect thereof) at any one time outstanding under this clause (xxii) does not exceed the excess of (x) the greater of (A) \$250.0 million and (B) 2.5% of Total Assets over (y) the aggregate amount of Indebtedness outstanding in reliance on this clause (xxii) at the time of any incurrence of Indebtedness in reliance on this clause (xxii); provided, further, that any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock by any Restricted Subsidiary that is not a Subsidiary Guarantor pursuant to subclause (B) of this clause (xxii) shall be subject to the limitations set forth in Section 6.01(g);

(xxiii) Indebtedness, Disqualified Stock and Preferred Stock of the U.S. Borrower issued to former, future and current employees, officers, managers, directors or consultants, (or their respective estates, Controlled Investment Affiliates or Immediate Family Members) of the U.S. Borrower, any of its Subsidiaries or any direct or indirect parent company of the U.S. Borrower in each case to finance the purchase or redemption of Equity Interests of the U.S. Borrower or any direct or indirect parent company of the U.S. Borrower permitted by Section 6.04(iii); and

(xxiv) Indebtedness incurred by any Foreign Subsidiary of ARAMARK (BVI) Limited (or any successor thereto) related to the U.S. Borrower's Chilean operations, including, without limitation, Central de Restaurantes ARAMARK Ltda. not to exceed \$25.0 million at any one time outstanding; provided that, except in the case of any Indebtedness under any working capital facility or otherwise incurred in the ordinary course of business to finance the operations of such Subsidiary, any incurrence of Indebtedness or issuance of Disqualified Stock or Preferred Stock pursuant to this clause (xxiv) shall be subject to the limitations set forth in Section 6.01(g).

(c) For purposes of determining compliance with this Section 6.01, 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 described in subclauses (i) through (xxiv) of clause (b) of this Section 6.01 or is entitled to be incurred pursuant to clause (a) of this Section 6.01, the U.S. Borrower, in its sole discretion, shall classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) and shall 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 (x) all Indebtedness outstanding under the Loan Documents shall at all times be deemed to have been incurred in reliance on the exception in subclause (ii) of Section 6.01(b), (y) all Indebtedness outstanding under any Receivables Facility shall at all times be deemed to have been incurred in reliance on the exception in subclause (i) of Section 6.01(b) and (z) Indebtedness in respect of any Business Securitization Facility shall at all times be deemed to have been incurred in reliance on the exception in subclause (iv) of Section 6.01(b).

(d) The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness, Disqualified Stock or Preferred Stock shall not be deemed to be an incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this Section 6.01.

(e) For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall 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 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 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.

(f) 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.

(g) Notwithstanding anything to the contrary contained in this clause (a) or (b) of this Section 6.01, no Restricted Subsidiary of the U.S. Borrower that is not a Subsidiary Guarantor shall incur any Indebtedness or issue any Disqualified Stock or Preferred Stock in reliance on Section 6.01(a) or under clauses (xvi), (xix) (except in the case of such clause (xix), Indebtedness under any working capital facility or otherwise incurred in the ordinary course of business to finance the operations of such Restricted Subsidiary), (xx), (xxii) and (xxiv) (the foregoing provisions (except to the extent specifically excluded) being referred to collectively as the “Limited Guarantor Debt Exceptions”) if the amount of such Indebtedness, Disqualified Stock and Preferred Stock, when aggregated with the amount of all other Indebtedness, Disqualified Stock and Preferred Stock outstanding under the Limited Guarantor Debt Exceptions (together with any Refinancing Indebtedness in respect thereof) would exceed \$500.0 million; provided, that in no event shall any Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary that is not a Subsidiary Guarantor (i) existing at the time it became a Restricted Subsidiary or (ii) assumed in connection with any acquisition, merger or acquisition of minority interests of a non-Wholly-Owned Subsidiary (and in the case of subclauses (i) and (ii), not created in contemplation of such Person becoming a Restricted Subsidiary or such acquisition, merger or acquisition of minority interests) be deemed to be Indebtedness outstanding under the Limited Guarantor Debt Exceptions for purposes of this clause (g).

SECTION 6.02 Limitation on Liens. Holdings and the U.S. Borrower will not, and the U.S. Borrower will not permit any of the Subsidiary Guarantors to, directly or indirectly, create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on any asset or property of Holdings, the U.S. Borrower or any Restricted Subsidiary now owned or hereafter acquired, or any income or profits therefrom, or assign or convey any right to receive income therefrom.

SECTION 6.03 Merger, Consolidation or Sale of All or Substantially All Assets.

(a) The U.S. Borrower shall not consolidate or merge with or into or wind up into (whether or not the U.S. Borrower is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of properties and assets constituting all or substantially all of the properties or assets of the U.S. Borrower and the Restricted Subsidiaries on a consolidated basis, in one or more related transactions, to any Person unless:

(i) the U.S. Borrower is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the U.S. Borrower) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, limited partnership or limited liability company organized or existing under the laws of the

United States of America, any state thereof, the District of Columbia, or any territory thereof (the U.S. Borrower or such Person, as the case may be, being herein called the “Successor U.S. Borrower”);

(ii) the Successor U.S. Borrower, if other than the U.S. Borrower, expressly assumes all the obligations of the U.S. Borrower under this Agreement and the other Loan Documents pursuant to supplements to the Loan Documents or other documents or instruments in form reasonably satisfactory to the Agent;

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

(iv) immediately after giving pro forma effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period, either (A) the Successor U.S. Borrower would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Interest Coverage Ratio test set forth in Section 6.01(a) or (B) the Interest Coverage Ratio for the Successor U.S. Borrower and the Restricted Subsidiaries on a consolidated basis would be greater than such ratio for the U.S. Borrower and the Restricted Subsidiaries immediately prior to such transaction;

(v) each Loan Guarantor, unless it is the other party to the transactions described above and is not the Successor U.S. Borrower, shall have by supplement to the Loan Documents confirmed that its guarantee of the Obligations shall apply to such Successor U.S. Borrower’s obligations under the Loan Documents and the Loans; and

(vi) the U.S. Borrower shall have delivered to the Agent an Officers’ Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplements to the Loan Documents, if any, comply with this Agreement and the other Loan Documents;

provided, that the U.S. Borrower shall promptly notify the Agent of any such transaction and shall take all required actions either prior to or within 30 days following such transaction (or such longer period as to which the Agent may consent) in order to preserve and protect the Liens on the Collateral securing the Secured Obligations.

Upon compliance with the foregoing requirements, the Successor U.S. Borrower shall succeed to, and be substituted for, the U.S. Borrower under this Agreement and the other Loan Documents and, except in the case of a lease transaction, the predecessor U.S. Borrower will be released from its obligations hereunder and thereunder. Notwithstanding clauses (iii) and (iv) of paragraph (a) of this Section 6.03, (i) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to, the U.S. Borrower, and (ii) the U.S. Borrower may merge with an Affiliate of the U.S. Borrower incorporated solely for the purpose of reincorporating the U.S. Borrower in another state of the United States of America so long as the amount of Indebtedness of the U.S. Borrower and the Restricted Subsidiaries is not increased thereby.

(b) Subject to Section 10.12, no Subsidiary Guarantor shall, and the U.S. Borrower shall not permit any Subsidiary Guarantor to, consolidate or merge with or into or wind up into (whether or not such Subsidiary 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:

(i) (A) such Subsidiary Guarantor is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall 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 Subsidiary Guarantor or such Person, as the case may be, being herein called the "Successor Person"), (B) the Successor Person, if other than such Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under such Subsidiary Guarantor's Loan Guaranty and the other Loan Documents, pursuant to a Joinder Agreement and supplements to the Loan Documents or other documents or instruments in form reasonably satisfactory to the Agent, (C) immediately after such transaction, no Event of Default exists, and (D) the U.S. Borrower shall have delivered to the Agent an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such Joinder Agreement and supplements, if any, comply with this Agreement and the other Loan Documents; or

(ii) the transaction is made in compliance with Section 6.06 (other than clause (e) thereof) or Section 6.07;

; provided, that the U.S. Borrower shall notify the Agent of any transaction referred to in subclause (i) above and shall take all required actions either prior to or within 30 days following such transaction (or such longer period as to which the Agent may consent) in order to preserve and protect the Liens on the Collateral securing the Secured Obligations.

Upon compliance with the requirements of subclause (i) above, the Successor Person shall succeed to, and be substituted for, such Subsidiary Guarantor under such Subsidiary Guarantor's Loan Guaranty and the other Loan Documents and, except in the case of a lease transaction, such Subsidiary Guarantor will be released from its obligations thereunder. Notwithstanding the foregoing, any Subsidiary Guarantor may merge into or transfer all or part of its properties and assets to another Subsidiary Guarantor or the U.S. Borrower.

(c) Holdings will not consolidate or merge with or into or wind up into (whether or not Holdings is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless (i) Holdings is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than Holdings) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, limited partnership or limited liability company organized or existing under the laws of the United States of America, any state thereof, the District of Columbia, or any territory thereof (Holdings or such Person, as the case may be, being herein called the "Successor Holdings Guarantor"), (ii) the Successor Holdings Guarantor, if other than Holdings, expressly assumes all the obligations of Holdings under Holdings' Loan Guaranty and the other Loan Documents, pursuant to a Joinder Agreement or other supplements or other documents or instruments in form reasonably satisfactory to the Agent, (iii) immediately after such transaction, no Event of Default or payment Default exists and (iv) the U.S. Borrower shall have delivered to the Agent an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and the Joinder Agreement and such supplements or other documents or instruments, if any, comply with this Agreement; provided, that the U.S. Borrower shall promptly notify the Agent of any such transaction and, if applicable, shall take all required actions either prior to or within 30 days following the consummation of such transaction (or such longer period as to which the Agent may consent) in order to preserve and protect the Liens on the Collateral owned by Holdings securing the Secured Obligations.

Upon compliance with the foregoing requirements, the Successor Holdings Guarantor will succeed to, and be substituted for, Holdings under Holdings' Loan Guaranty and the other Loan Documents and, except in the case of a lease transaction, the predecessor Holdings will be released from its obligations thereunder. Notwithstanding the foregoing, Holdings may merge into or transfer all or part of its properties and assets to a Restricted Subsidiary or the U.S. Borrower, and Holdings may merge with an Affiliate of the U.S. Borrower incorporated solely for the purpose of reincorporating Holdings in another state of the United States of America so long as the amount of Indebtedness of Holdings, the U.S. Borrower and the Restricted Subsidiaries is not increased thereby.

(d) No Foreign Borrower shall consolidate, amalgamate or merge with or into or wind up into (whether or not such Foreign Borrower is the surviving entity), 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) a Borrower or a Subsidiary Guarantor shall expressly assume all the Obligations of such Foreign Borrower under this Agreement and the other Loan Documents pursuant to supplements to the Loan Documents or other documents or instruments in form reasonably satisfactory to the Agent, (B) all such Obligations (other than contingent obligations for unasserted claims) of such Foreign Borrower shall have been repaid and no Letters of Credit issued for the account of such Foreign Borrower shall be outstanding or (C) the following conditions shall be satisfied:

(i) such Foreign Borrower is the surviving corporation or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than such Foreign Borrower) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, limited partnership or other limited liability company organized or existing under the laws of the United States, the jurisdiction in which such Foreign Borrower is organized or incorporated, as the case may be (such Foreign Borrower or such Person, as the case may be, being herein called a "Successor Foreign Borrower");

(ii) the Successor Foreign Borrower, if other than such Foreign Borrower, expressly assumes all the obligations of such Foreign Borrower under this Agreement pursuant to a supplement to this Agreement in form reasonably satisfactory to the Agent;

(iii) immediately after such transaction, no Event of Default exists;

(iv) the U.S. Borrower and each Loan Guarantor shall have by supplement to the Loan Documents confirmed that its guarantee of the Obligations shall apply to such Successor Foreign Borrower's obligations under this Agreement; and

(v) the U.S. Borrower shall have delivered to the Agent an Officers' Certificate and an opinion of counsel, each stating that such consolidation, amalgamation, merger or transfer and such supplements to the Loan Documents, if any, comply with this Agreement and the other Loan Documents.

Upon compliance with the foregoing requirements, the Successor Foreign Borrower shall succeed to, and be substituted for, the applicable Foreign Borrower under this Agreement and, except in the case of a lease transaction, the applicable predecessor Foreign Borrower will be released from its obligations hereunder and thereunder. Notwithstanding the foregoing, any Foreign Borrower may transfer all or part of its properties and assets (other than through a merger or consolidation) to any Foreign Borrower, the U.S. Borrower or a Subsidiary Guarantor in compliance with Section 6.06 and Section 6.07.

(e) Notwithstanding the foregoing, the Merger shall be permitted without compliance with this Section 6.03.

(f) For purposes of this Section 6.03, 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 U.S. Borrower or Holdings, as applicable, which properties and assets, if held by the U.S. Borrower or Holdings, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the U.S. Borrower and its Restricted Subsidiaries on a consolidated basis or Holdings and its Subsidiaries on a consolidated basis, as applicable (excluding from such determination any Person that is not a Restricted Subsidiary of the U.S. Borrower), shall be deemed to be the transfer of all or substantially all of the properties and assets of the U.S. Borrower or Holdings, as applicable, on a consolidated basis. However, transfers of assets between or among the U.S. Borrower and the Restricted Subsidiaries in compliance with Section 6.06 and Section 6.07 shall not be subject to this Section 6.03(f).

SECTION 6.04 Limitation on Restricted Payments. The U.S. Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly (x) declare or pay any dividend or make any distribution on account of the U.S. Borrower's or any Restricted Subsidiary's Equity Interests, including any dividend or distribution payable in connection with any merger, amalgamation or consolidation, other than (A) dividends or distributions by the U.S. Borrower payable in Equity Interests (other than Disqualified Stock) of the U.S. Borrower 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 U.S. Borrower 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, (y) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the U.S. Borrower or any direct or indirect parent of the U.S. Borrower, including in connection with any merger or consolidation, or (z) 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 Specified Indebtedness (other than the purchase, repurchase or other acquisition of Specified 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) (all such payments and other actions set forth in clauses (x) through (z) above being collectively referred to as "Restricted Payments"), other than:

(i) Restricted Payments in an amount not to exceed the Applicable Amount; provided that at the time any such Restricted Payment is made and after giving pro forma effect to such Restricted Payment (x) no Default has occurred and is continuing and (y) the U.S. Borrower would be permitted to incur at least \$1.00 of Indebtedness pursuant to Section 6.01(a);

(ii) the defeasance, redemption, repurchase or other acquisition or retirement of Specified Indebtedness of the U.S. Borrower or a Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness of such Person that is incurred in compliance with Section 6.01(b)(xv);

(iii) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests in any direct or indirect parent companies of the U.S. Borrower held by any future, present or former employee, director, manager or consultant (or their respective estates, Controlled Investment Affiliates or Immediate Family Members) of the U.S. Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the U.S. Borrower or a Restricted Subsidiary has an Investment and that is designated in good faith as an "affiliate by the Board of Directors of the U.S. Borrower (or the compensation committee thereof), in each case pursuant to any stockholders' agreement, any 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 (iii) do not exceed \$40.0 million in the first fiscal year following the Closing Date (which amount shall be

increased by \$5.0 million each fiscal year thereafter and, if applicable, shall increase to \$60.0 million subsequent to the consummation of an underwritten public Equity Offering by the U.S. Borrower or any direct or indirect parent entity of the U.S. Borrower) (with unused amounts in any fiscal year being carried over to succeeding fiscal years subject to a maximum (without giving effect to the following proviso) of \$60.0 million in any fiscal year (which amount shall be increased to \$100.0 million subsequent to the consummation of an underwritten public Equity Offering of any direct or indirect parent entity of the U.S. Borrower); provided, further, that such amount in any fiscal year may be increased by an amount not to exceed the (A) cash proceeds of key man life insurance policies received by the U.S. Borrower and the Restricted Subsidiaries after the Closing Date, plus (B) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the U.S. Borrower and, to the extent contributed to the U.S. Borrower, Equity Interest of any of the U.S. Borrower's direct or indirect parent companies, in each case to members of management, directors, managers or consultants (or their respective estates, Controlled Investment Affiliates or Immediate Family Members), of the U.S. Borrower, any of its Subsidiaries or any of its direct or indirect parent companies that occurs after the Closing 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 in reliance on clause (i) of this Section 6.04 or the making of Investments in reliance on clause (q) of the definition of Permitted Investments, less (C) the amount of any Restricted Payments previously made pursuant to clauses (A) and (B) of this clause (iii); and provided, further, that cancellation of Indebtedness owing to the U.S. Borrower or any Restricted Subsidiary from members of management, directors, managers or consultants (or their respective estates, Controlled Investment Affiliates or Immediate Family Members), of the U.S. Borrower, any of its direct or indirect parent companies or any Restricted Subsidiary in connection with a repurchase of Equity Interests of any of the U.S. Borrower's direct or indirect parent companies shall not be deemed to constitute a Restricted Payment for purposes of this Section 6.04 or any other provision of this Agreement;

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

(v) the declaration and payment of dividends by the U.S. Borrower to, or the making of loans to, its direct or indirect parent company in amounts required for the U.S. Borrower'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) for any period in which the U.S. Borrower is a member of a group filing consolidated, combined or unitary income tax returns for which it is not the common parent, foreign, federal, state and local income taxes, to the extent such income taxes are attributable to the income of the U.S. Borrower and its Restricted Subsidiaries and, to the extent of the amount actually received from its Unrestricted Subsidiaries, income 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 U.S. Borrower and its Restricted Subsidiaries would be required to pay in respect of foreign, federal, state and local income taxes for such fiscal year were the U.S. Borrower, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent described above) to pay such taxes as a stand alone group less any such taxes payable directly by the U.S. Borrower or its Restricted Subsidiaries; (C) customary salary, bonus and other benefits payable to officers and employees of any direct or indirect parent company of the U.S. Borrower to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the U.S. Borrower and the Restricted Subsidiaries, (D) general corporate overhead expenses of any direct or indirect parent company of the U.S. Borrower to the extent such expenses are attributable to the ownership or operation of the U.S. Borrower and its 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 U.S. Borrower;

(vi) any Restricted Payments made as part of the Transactions and the fees and expenses related thereto to the extent the aggregate amount thereof is disclosed as an expense in connection with the Transactions pursuant to the Information Memorandum;

(vii) distributions or payments of Receivables Fees and Business Securitization Fees;

(viii) the redemption, repurchase, retirement or other acquisition of any Equity Interests of the U.S. Borrower or any Equity Interests of any direct or indirect parent company of the U.S. Borrower, in exchange for, or out of the proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary) of, Equity Interests of the U.S. Borrower (other than any Disqualified Stock) or, to the extent the proceeds thereof have actually been contributed to the U.S. Borrower, Equity Interests of any direct or indirect parent company of the U.S. Borrower (“Refunding Capital Stock”);

(ix) 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 this Agreement;

(x) 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;

(xi) Restricted Payments made pursuant to agreements set forth on Schedule 6.04;

(xii) other Restricted Payments in an amount which, when taken together with all other Restricted Payments made pursuant to this clause (xii) and all Investments outstanding in reliance on clause (u) of the definition of “Permitted Investments”, does not exceed the greater of (x) \$200.0 million and (y) 2.0% of Total Assets;

(xiii) the distribution, as a dividend or otherwise (and the declaration of such dividend), of Equity Interest of, or Indebtedness issued to the U.S. Borrower or a Restricted Subsidiary by, any Unrestricted Subsidiary (other than Unrestricted Subsidiaries, the primary assets of which are cash and/or Cash Equivalents);

(xiv) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the U.S. Borrower or any Restricted Subsidiary issued in accordance with Section 6.01 to the extent such dividends are included in the definition of “Interest Charges”;

(xv) the declaration and payment of dividends (A) to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued by the U.S. Borrower after the Closing Date, (B) to a direct or indirect parent company of the U.S. Borrower, 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 Closing Date, or (C) on Refunding Capital Stock that is Preferred Stock (provided that the amount of dividends paid pursuant to subclause (B) shall not exceed the aggregate amount of cash actually contributed to the U.S. Borrower from the sale of such Preferred Stock); provided that (x) all such dividends are included in “Interest Charges” and (y) in the case of each of (A), (B) and (C) of this clause (xv), that for the most recently ended four full fiscal quarters financial statements have been delivered pursuant to Section 5.01, after giving effect to such issuance or declaration on a pro forma basis, the U.S. Borrower and the Restricted Subsidiaries on a consolidated basis would have had an Interest Coverage Ratio of at least 2.00 to 1.00;

(xvi) the declaration and payment of dividends on the U.S. Borrower's common stock following the first public offering of the U.S. Borrower's common stock or the common stock of any of its direct or indirect parent companies after the Closing Date, of up to 6% per annum of the net proceeds received by or contributed to the U.S. Borrower in or from any such public offering, other than public offerings with respect to the U.S. Borrower's common stock registered on Form S-4 or Form S-8 and other than any public sale constituting an Excluded Contribution;

(xvii) payments made or expected to be made by the U.S. Borrower 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, Controlled Investment Affiliates 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; and

(xviii) Restricted Payments in an amount equal to any reduction in taxes actually realized by the U.S. Borrower 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, (ii) commitment and other financing fees or (iii) severance, change in control and other compensation expense incurred in connection with the exercise, repurchase, rollover or payout of stock options or bonuses, in each case in connection with the Transactions;

provided, however, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (i), (xii) and (xvi) of this Section 6.04, no Default shall have occurred and be continuing or would occur as a consequence thereof.

SECTION 6.05 Limitations on Transactions with Affiliates.

(a) The U.S. Borrower shall not, and shall 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 U.S. Borrower (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of \$20.0 million, unless (i) such Affiliate Transaction is on terms that are not materially less favorable to the U.S. Borrower or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the U.S. Borrower or such Restricted Subsidiary with an unrelated Person and (ii) the U.S. Borrower delivers to the Agent 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 U.S. Borrower approving such Affiliate Transaction and set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (i) above.

(b) The limitations set forth in paragraph (a) of this Section 6.05 shall not apply to:

- (i) transactions between or among the U.S. Borrower or any of the Restricted Subsidiaries;
- (ii) Restricted Payments that are permitted by the provisions of Section 6.04 and Permitted Investments;

(iii) the payment of reasonable and customary fees paid to, and indemnities provided on behalf of, officers, directors, managers, employees or consultants of the U.S. Borrower, any of its direct or indirect parent companies or any Restricted Subsidiary;

(iv) payments by the U.S. Borrower 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 U.S. Borrower in good faith;

(v) transactions in which the U.S. Borrower or any Restricted Subsidiary, as the case may be, delivers to the Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the U.S. Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (i) of paragraph (a) of this Section 6.05;

(vi) (A) payments and Indebtedness, Disqualified Stock and Preferred Stock (and cancellations of any thereof) of the U.S. Borrower and its Restricted Subsidiaries to any future, present or former employee, director, manager or consultant (or their respective estates, Controlled Investment Affiliates or Immediate Family Members) of the U.S. Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the U.S. Borrower or a Restricted Subsidiary has an Investment and that is designated in good faith as an "affiliate" by the Board of Directors of the U.S. Borrower (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; and (B) any employment agreements, stock option plans and other compensatory arrangements (including, without limitation, the U.S. Borrower'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 estates, Controlled Investment Affiliates or Immediate Family Members) that are, in each case, approved by the U.S. Borrower in good faith;

(vii) any agreement, instrument or arrangement as in effect as of the Closing Date and, to the extent entered into following September 29, 2006 and involving aggregate consideration in excess of \$20.0 million, set forth on Schedule 6.05, or any amendment thereto (so long as any such amendment is not disadvantageous to the Lenders when taken as a whole in any material respect as compared to the applicable agreement as in effect on the Closing Date as reasonably determined in good faith by the U.S. Borrower);

(viii) the existence of, or the performance by the U.S. Borrower 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 Closing Date, and any similar agreements which it may enter into thereafter; provided, however, that the existence of, or the performance by the U.S. Borrower or any Restricted Subsidiary of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Closing Date shall only be permitted by this clause (viii) 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 U.S. Borrower or any Restricted Subsidiary that are materially in excess of those required pursuant to the terms of the original agreement in effect on the Closing Date as reasonably determined in good faith by the U.S. Borrower;

(ix) the Transactions and the payment of all fees and expenses related to the Transactions in the amounts disclosed in the Information Memorandum;

(x) 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 this Agreement that are fair to the U.S. Borrower and the Restricted Subsidiaries, in the reasonable determination of the Board of Directors or the senior management of the U.S. Borrower, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(xi) the issuance or transfer of Equity Interests (other than Disqualified Stock) of Holdings to any Permitted Holder or to any former, current or future director, manager, officer, employee or consultant (or their respective estates, Controlled Investment Affiliates or Immediate Family Members) of the U.S. Borrower, any of its Subsidiaries or any direct or indirect parent company thereof;

(xii) (x) sales of accounts receivable, payment intangibles and related assets or participations therein, in connection with any Receivables Facility and Standard Receivables Facility Undertakings and (y) sales of assets, or participations therein, in connection with any Business Securitization Facility and Standard Securitization Undertakings;

(xiii) investments by the Sponsors in securities of the U.S. Borrower or any of its Restricted Subsidiaries so long as (A) the investment is being offered generally to other investors on the same or more favorable terms and (B) the investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; and

(xiv) payments to or from, and transactions with, any joint venture in the ordinary course of business.

SECTION 6.06 Dispositions. The U.S. Borrower shall not and shall not permit any Restricted Subsidiary to make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the U.S. Borrower and the Restricted Subsidiaries;

(b) Dispositions of inventory, goods held for sale and immaterial assets in the ordinary course of business;

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property;

(d) Dispositions of property to the U.S. Borrower or to a Restricted Subsidiary (including through the dissolution of any Restricted Subsidiary); provided that if the transferor of such property is a Subsidiary Guarantor or the U.S. Borrower and only to the extent that such property does not constitute cash or marketable securities (i) the transferee thereof must either be the U.S. Borrower or a Subsidiary Guarantor or (ii) to the extent such transaction constitutes an Investment, such transaction is permitted under Section 6.07;

(e) Dispositions permitted by Sections 6.03 and 6.04 and Liens permitted by Section 6.02;

(f) Dispositions of Cash Equivalents;

(g) Dispositions of accounts receivable in connection with the collection or compromise thereof or Dispositions of accounts receivable, payment intangibles and related assets in connection with any Receivables Facility permitted under Section 6.01(b)(i);

(h) leases, subleases, assignments, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of Holdings, the U.S. Borrower and the Restricted Subsidiaries;

(i) transfers of property subject to Casualty Events upon receipt of the Net Cash Proceeds of such Casualty Event;

(j) Dispositions of property (other than any disposition of assets in connection with a securitization transaction) not otherwise permitted under this Section 6.06; provided that (i) at the time of such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Default exists), no Default shall exist or would result from such Disposition and (ii) with respect to any Disposition pursuant to this clause (j) with an aggregate fair market value in excess of \$50.0 million, the U.S. Borrower or a Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (in each case, free and clear of all Liens at the time received, other than nonconsensual Liens permitted by Section 7.02); provided, however, that for the purposes of this clause (ii), (A) any liabilities (as shown on the most recent consolidated balance sheet of the U.S. Borrower provided hereunder or in the footnotes thereto) of the U.S. Borrower or such Restricted Subsidiary, other than with respect to Indebtedness that is not secured by the assets disposed of, that are assumed by the transferee with respect to the applicable Disposition and for which the U.S. Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors, (B) any securities received by the U.S. Borrower or such Restricted Subsidiary from such transferee that are converted by the U.S. Borrower or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the closing of the applicable Disposition and (C) any Designated Noncash Consideration received by the U.S. Borrower or such Restricted Subsidiary in respect of such Disposition 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 in excess of the greater of (x) \$300.0 million and (y) 3% of Total Assets of the U.S. Borrower 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 in each case of clauses (A), (B) and (C) be deemed to be cash;

(k) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(l) to the extent allowable under Section 1031 of the Code (or comparable or successor provision), any exchange of like property (excluding any boot thereon permitted by such provision) for use in a Permitted Business;

(m) the unwinding of any Hedging Obligations;

(n) Dispositions in connection with Sale and Lease-Back Transactions permitted by Section 6.01(b)(xxi);

(o) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(p) any Disposition to the extent not involving property (when taken together with any related Disposition or series of Dispositions) with a fair market value in excess of \$10.0 million; and

(q) Dispositions of assets, or participations therein, in connection with any Business Securitization Facility;

provided that any Disposition or series of related Dispositions of any property pursuant to this Section 6.06 with a fair market value in excess of \$50.0 million (except for Dispositions from a Restricted Subsidiary to a Loan Party or from a Restricted Subsidiary that is not a Loan Party to another Restricted Subsidiary that is not a Loan Party), shall be for no less than the fair market value of such property at the time of such Disposition. To the extent any Collateral is Disposed of as expressly permitted by this Section 6.06 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, and the Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

SECTION 6.07 Limitation on Investments and Designation of Unrestricted Subsidiaries.

(a) The U.S. Borrower shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, make any Investment other than Permitted Investments.

(b) The U.S. Borrower shall 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 U.S. Borrower and the Restricted Subsidiaries (except to the extent repaid) in the subsidiary so designated shall be deemed to be Investments in an amount determined as set forth in the last sentence of the definition of "Investment". Such designation shall be permitted only if an Investment by the U.S. Borrower and its Restricted Subsidiaries pursuant to the definition of Permitted Investments and if such Subsidiary otherwise meets the definition of an "Unrestricted Subsidiary".

SECTION 6.08 Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The U.S. Borrower shall not, and shall not permit any Restricted Subsidiary that is not a Subsidiary 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:

(i) (A) pay dividends or make any other distributions to the U.S. Borrower or any Restricted Subsidiary on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or (B) pay any Indebtedness owed to the U.S. Borrower or any Restricted Subsidiary;

(ii) make loans or advances to the U.S. Borrower or any Restricted Subsidiary; or

(iii) sell, lease or transfer any of its properties or assets to the U.S. Borrower or any Restricted Subsidiary.

(b) The limitations set forth in clause (a) of this Section 6.08 shall not apply (in each case) to such encumbrances or restrictions existing under or by reason of:

(i) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to the Loan Documents and the related documentation (including Collateral Documents) and Hedging Obligations and the 2012 Notes;

(ii) the Senior Note Documents and the Senior Notes and the subsidiary guarantees of the Senior Notes issued thereunder;

(iii) purchase money obligations for property acquired in the ordinary course of business and Capitalized Lease Obligations that impose restrictions of the nature described in clause (iii) of paragraph (a) of this Section 6.08 on the property so acquired;

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

(v) any agreement or other instrument of a Person acquired by the U.S. Borrower 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;

(vi) contracts for the sale of assets, including customary restrictions with respect to a Restricted 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 Restricted Subsidiary;

(vii) Secured Indebtedness otherwise permitted to be incurred pursuant to Sections 6.01 and 6.02 that limit the right of the debtor to dispose of the assets securing such Indebtedness;

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

(ix) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be incurred after the Closing Date pursuant to Section 6.01;

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

(xi) customary provisions contained in leases and other agreements entered into in the ordinary course of business;

(xii) restrictions created in connection with any Receivables Facility; provided that, in the case of Receivables Facilities established after the Closing Date, such restrictions are necessary or advisable, in the good faith determination of the U.S. Borrower, to effect such Receivables Facility;

(xiii) restrictions or conditions contained in any trading, netting, operating, construction, service, supply, purchase or other agreement to which the U.S. Borrower 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 U.S. Borrower 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 U.S. Borrower or such Restricted Subsidiary or the assets or property of any other Restricted Subsidiary; and

(xiv) encumbrances or restrictions contained in Indebtedness permitted to be incurred pursuant to Section 6.01(b)(xxii)(B) that apply only to the Person or assets acquired with the proceeds of such Indebtedness;

(xv) restrictions on a Business Securitization Subsidiary created in connection with any Business Securitization Facility; *provided* that such restrictions apply only to such Business Securitization Subsidiary and are otherwise necessary or advisable, in the good faith determination of the U.S. Borrower, to effect the transactions contemplated under such Business Securitization Facility; and

(xvi) any encumbrances or restrictions of the type referred to in clauses (i), (ii) and (iii) of paragraph (a) of this Section 6.08 imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (xv) of this paragraph (b); provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the U.S. Borrower, 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 Closing 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 Closing Date.

SECTION 6.09 Amendments to Specified Indebtedness. Without the consent of the Required Lenders, the U.S. Borrower will not amend, modify or alter the documentation governing any Specified Indebtedness in any way to:

- (a) increase the rate of or change the time for payment of interest on any Specified Indebtedness;
- (b) advance the final maturity date of or shorten the Weighted Average Life to Maturity of any Specified Indebtedness; or
- (c) alter the redemption provisions or the price or terms at which the U.S. Borrower is required to offer to purchase any Specified Indebtedness in any manner adverse to the Lenders.

SECTION 6.10 Maximum Consolidated Secured Debt Ratio.

(a) For so long as the Revolving Commitment is outstanding, the U.S. Borrower shall maintain a Consolidated Secured Debt Ratio, as determined as of the last day of each fiscal quarter set forth below, of not more than the maximum ratio set forth below opposite such fiscal quarter:

<u>Fiscal Quarter Ending</u>	<u>Maximum Secured Debt Ratio</u>
March 31, 2007	5.875 to 1
June 30, 2007	5.875 to 1
September 30, 2007	5.875 to 1
December 31, 2007	5.875 to 1
March 31, 2008	5.875 to 1
June 30, 2008	5.75 to 1
September 30, 2008	5.75 to 1
December 31, 2008	5.50 to 1
March 31, 2009	5.50 to 1
June 30, 2009	5.25 to 1
September 30, 2009	5.25 to 1
December 31, 2009	5.25 to 1
March 31, 2010	5.25 to 1
June 30, 2010	5.00 to 1
September 30, 2010	5.00 to 1

December 31, 2010	5.00 to 1
March 31, 2011	5.00 to 1
June 30, 2011	4.75 to 1
September 30, 2011	4.75 to 1
December 31, 2011	4.75 to 1
March 31, 2012	4.75 to 1
June 30, 2012	4.50 to 1
September 30, 2012	4.50 to 1
December 31, 2012	4.50 to 1
March 31, 2013	4.50 to 1
June 30, 2013	4.25 to 1
September 30, 2013	4.25 to 1
December 31, 2013	4.25 to 1

SECTION 6.11 Capital Expenditures.

(a) For so long as the Revolving Commitment is outstanding, the U.S. Borrower will not make and will not permit any Restricted Subsidiary to make any Capital Expenditure except for Capital Expenditures not exceeding, in the aggregate for the U.S. Borrower and the Restricted Subsidiaries during each fiscal year set forth below, the amount set forth opposite such fiscal year:

<u>Fiscal Year</u>	<u>Amount</u> (in millions)
2007	\$ 475.0
2008	\$ 490.0

2009	\$ 505.0
2010	\$ 520.0
2011	\$ 535.0
2012	\$ 550.0
2013	\$ 565.0
2014	\$ 580.0

; provided that for each Permitted Investment consummated in any fiscal year pursuant to clause (c) of the definition of “Permitted Investments”, the maximum amounts set forth above for such fiscal year and for every fiscal year thereafter shall be increased by an amount equal to 3.0% of the total revenues of the Acquired Entity or Business for such Permitted Investment for the last four full fiscal quarters preceding the date of consummation of such Permitted Investment as determined in financial statements for the Acquired Entity or Business prepared in accordance with the standards set forth in Section 5.01.

(b) Notwithstanding anything to the contrary contained in clause (a) above, (i) to the extent that the aggregate amount of Capital Expenditures made by the U.S. Borrower and the Restricted Subsidiaries in any fiscal year pursuant to Section 6.11(a) is less than the maximum amount of Capital Expenditures permitted by Section 6.11(a) with respect to such fiscal year (the “Permitted Capital Expenditure Amount”), the amount of such difference (the “Rollover Amount”) may be carried forward and used to make Capital Expenditures in the following succeeding fiscal year (with the amount of Capital Expenditures made in such succeeding fiscal year being applied first to the Rollover Amount), (ii) if Capital Expenditures made by the U.S. Borrower and the Restricted Subsidiaries during any fiscal year exceed the sum of (x) the Permitted Capital Expenditure Amount for such fiscal year plus (y) the Rollover Amount available in such fiscal year, if any, an amount equal to 50% of the Permitted Capital Expenditure Amount for the next succeeding fiscal year (each such amount, a “carry-back amount”) may be carried back to the immediately prior fiscal year and utilized to make such Capital Expenditures in such prior fiscal year (it being understood and agreed that (a) no carry-back amount may be carried back beyond the fiscal year immediately prior to the fiscal year of such Permitted Capital Expenditure Amount and (b) the portion of the carry-back amount actually utilized in any fiscal year shall be deducted from the Permitted Capital Expenditure Amount in the fiscal year from which it was carried back).

SECTION 6.12 Impairment of Security Interest. Subject to the rights of the holders of Permitted Liens and except as permitted by this Agreement or the Loan Documents, the U.S. Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, take or knowingly or negligently omit to take, any action which action or omission would reasonably be expected to have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Secured Parties.

SECTION 6.13 Business of U.S. Borrower and Restricted Subsidiaries. The U.S. Borrower and the 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 U.S. Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01 Events of Default. If any of the following events (“Events of Default”) shall occur:

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within ten (10) Business Days after the same becomes due, any interest on any Loan or any other amount payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. The U.S. Borrower fails to perform or observe any term, covenant or agreement contained in any of Sections 5.02(a) or 5.03 (solely with respect to Holdings and the Borrowers) or Article 6; provided that (i) any Event of Default under Section 6.10 is subject to cure as contemplated by Section 7.03 and (ii) any Event of Default under Section 6.10

or Section 6.11 shall not constitute an Event of Default with respect to any Term Loan Facility or the LC Facility until the earlier of (x) the date that is 30 days after the date such Event of Default arises with respect to the Revolving Facilities and (y) the date on which the Agent or the Revolving Lenders exercise any remedies with respect to the Revolving Facilities in accordance with Section 7.02; and provided, further, that any Event of Default under Section 6.10 or 6.11 may be waived, amended or otherwise modified from time to time by the Required Revolving Lenders pursuant to Section 9.02; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 7.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after notice thereof by the Agent to the U.S. Borrower; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the U.S. Borrower or any other Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. Any Loan Party or any Restricted Subsidiary (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Material Indebtedness, or (B) fails to observe or perform any other agreement or condition relating to any such Material Indebtedness, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Material Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (e)(B) shall not apply to secured Material Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Material Indebtedness, if such sale or transfer is permitted hereunder; or

(f) Insolvency Proceedings, Etc. Holdings, any Borrower or any Significant Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, receiver-manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver, examiner or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver, examiner or similar officer is appointed without the application or consent of such Person and (except in the case of the U.K. Borrower) the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and (x) except in the case of the U.K. Borrower, continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding and (y) in the case of a winding up petition relating to a U.K. Borrower, continues undismissed or unstayed for fourteen (14) calendar days from the commencement; or

(g) Inability to Pay Debts; Attachment. (i) Holdings, any Borrower or any Significant Subsidiary becomes unable or admits in writing its inability or fails generally to pay its Material Indebtedness as it becomes due, or (ii) any writ or warrant of attachment or execution or

similar process is issued or levied against all or any material part of the property of the Loan Parties, taken as a whole, and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Restricted Subsidiary a final judgment or order 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 this Agreement 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; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of any Loan Party under Title IV of ERISA in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect, or (ii) any Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 6.03 or 6.05) or as a result of acts or omissions by the Agent or any Lender or the Discharge of Obligations, ceases to be in full force and effect; or any Loan Party or Foreign Borrower contests in writing the validity or enforceability of any provision of any Loan Document; or any Loan Party or Foreign Borrower denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of the discharge of such Loan Party' s or Foreign Borrower' s obligations hereunder in accordance with the terms of this Agreement), or purports in writing to revoke or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control; or

(l) Collateral Documents. (i) Any Collateral Document after delivery thereof pursuant to Section 4.01 or 5.11 shall for any reason (other than pursuant to the terms thereof including as a result of a transaction permitted under Section 6.03 or 6.05) cease to create a valid and perfected lien, with the priority required by the Collateral Documents, (or other security purported to be created on the applicable Collateral) on and security interest in any portion of the Collateral purported to be covered thereby, subject to Liens permitted under Section 6.02, except to the extent that any such loss of perfection or priority results from the failure of the Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Documents or to file UCC continuation statements and except as to Collateral consisting of real property to the extent that such losses are covered by a lender' s title insurance policy and such insurer has not denied coverage, or (ii) any of the Equity Interests of the U.S. Borrower ceasing to be pledged pursuant to the Security Agreement free of Liens other than Liens created by the Security Agreement or any nonconsensual Liens arising solely by operation of law, in the case of clauses (i) and (ii), to the extent such Equity Interests or other Collateral have an aggregate fair market value in excess of \$100.0 million; or

(m) Insolvency and Insolvency Proceedings for German Borrowers Without prejudice to the provisions of Sections 7.01(f) to 7.01(h) (each inclusive), any of the following occurs in respect of a German Borrower:

- (i) it is or admits to be, unable to pay its debts as they fall due (*Zahlungsunfähigkeit*) within the meaning of section 17 of the German Insolvency Code (*Insolvenzordnung*), or it suspends (*aussetzen*) making payments on all or a material part of its debts or it announces an intention to do so; or
- (ii) it is over-indebted (*Überschuldung*) within the meaning of section 19 of the German Insolvency Code (*Insolvenzordnung*); or
- (iii) for any of the reasons set out in section 17 through 19 (inclusive) of the German Insolvency Code (*Insolvenzordnung*), it files for insolvency in accordance with the German Insolvency Code (*Amtrag auf Eröffnung eines Insolvenzverfahrens*) or its directors are required by law to file for insolvency; or
- (iv) a competent court takes any of the actions set out in section 21 of the German Insolvency Code (*Insolvenzordnung*) or a competent court institutes or rejects (for reason of insufficiency of its funds to implement such proceedings) insolvency proceedings against it (*Eröffnung des Insolvenzverfahrens*).

SECTION 7.02 Remedies upon Event of Default. If any Event of Default occurs and is continuing, the Agent may and, at the request of the Required Lenders, shall take any or all of the following actions (it being understood that during any period during which an Event of Default under Section 6.10 or Section 6.11 exists solely with respect to the Revolving Facilities, the Agent may and at the request of the Required Revolving Lenders, shall take any of the actions described below solely as they relate to the Revolving Facilities):

- (a) declare the commitment of each Lender to make Loans and any obligation of the Issuing Bank or LC Facility Issuing Bank to issue, amend or renew Letters of Credit to be terminated, whereupon such commitments and obligation shall be terminated;
- (b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers and require all outstanding Letters of Credit to be cash collateralized in accordance with Section 2.04(j); and
- (c) exercise on behalf of itself, the Issuing Bank, the LC Facility Issuing Bank and the Lenders all rights and remedies available to it, the Issuing Bank, the LC Facility Issuing Bank and the Lenders under the Loan Documents or applicable law;

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to the U.S. Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the Issuing Bank or LC Facility Issuing Bank to issue, amend or renew Letters of Credit shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Agent, the Issuing Bank, the LC Facility Issuing Bank or any Lender.

In connection with any acceleration of the Obligations as contemplated above, the Designated Obligations shall, automatically and with no further action required by the Agent, any Loan Party or any Lender, be converted into the Dollar Equivalent, determined as of the date of such acceleration (or, in the case of any LC Disbursements following the date of such acceleration, as of the date of drawing under the applicable Letter of Credit) and from and after such date all amounts accruing and owed to the Lenders in respect of such Designated Obligations shall accrue and be payable in Dollars at the rate otherwise applicable hereunder.

SECTION 7.03 Specified Equity Contributions. For purposes of determining compliance with Section 6.10, any cash equity contribution (other than in respect of Disqualified Stock of the U.S. Borrower), including Junior Capital, made to the U.S. Borrower or Holdings, as the case may be, on or prior to the day that is 10 days after the day on which financial statements are required to be delivered for a fiscal quarter will, at the request of the U.S. Borrower and provided that the proceeds thereof have been contributed or provided to the U.S. Borrower as (other than in the case of Junior Capital of the U.S. Borrower) cash common equity, be included in the calculation of EBITDA for the purposes of determining compliance with such financial covenant at the end of such fiscal quarter and applicable subsequent periods (any such equity contribution so included in the calculation of EBITDA, a “Specified Equity Contribution”); provided that (a) in each four fiscal quarter period, there shall be a period of at least two fiscal quarters in respect of which no Specified Equity Contribution is made, (b) the amount of any Specified Equity Contribution shall be no greater than the amount required to cause the U.S. Borrower to be in compliance with Section 6.10 and (c) all Specified Equity Contributions shall be disregarded for any purpose under any Loan Document other than determining compliance with Section 6.10. To the extent that a Specified Equity Contribution is made with proceeds from Indebtedness constituting Junior Capital and incurred by the U.S. Borrower, the proceeds of such Indebtedness will be used to prepay the Term Loans in accordance with Section 2.09.

If, after the making of the Specified Equity Contribution and the recalculations of EBITDA pursuant to the preceding paragraph, the U.S. Borrower shall then be in compliance with the requirements of Section 6.10, the U.S. Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Event of Default that had occurred shall be deemed cured.

ARTICLE VIII

THE AGENT

Each of the Lenders hereby irrevocably appoints the Agent as its agent and authorizes the Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Loan Parties or any Subsidiary of a Loan Party or other Affiliate thereof as if it were not the Agent hereunder.

The Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing,

(b) the Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, the Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by the bank serving as Agent or any of its Affiliates in any capacity. The Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct. The Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Agent by the U.S. Borrower or a Lender, and the Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Agent.

The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Agent. The Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

Each of the Lenders, the Issuers and the Loan Parties agree, that the Agent may, but shall not be obligated to, make the Approved Electronic Communications available to the Lenders, the Issuing Bank and the LC Facility Issuing Bank by posting such Approved Electronic Communications on IntraLinks™ or a substantially similar electronic platform chosen by the Agent to be its electronic transmission system (the “Approved Electronic Platform”).

Although the Approved Electronic Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Agent from time to time (including, as of the Closing Date, a dual firewall and a User ID/Password Authorization System) and the Approved Electronic Platform is secured through a single-user-per-deal authorization method whereby each user may access the Approved Electronic Platform only on a deal-by-deal basis, each of the Lenders, the Issuing Bank and the LC Facility Issuing Bank and the Loan Parties acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution. In consideration for the convenience and

other benefits afforded by such distribution and for the other consideration provided hereunder, the receipt and sufficiency of which is hereby acknowledged, each of the Lenders, the Loan Parties and the Issuing Bank and the LC Facility Issuing Bank hereby approve distribution of the Approved Electronic Communications through the Approved Electronic Platform and understands and assumes the risks of such distribution.

The Approved Electronic Communications and the Approved Electronic Platform are provided “as is” and “as available”. None of the Agent or any of its Affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (the “Agent Affiliates”) warrant the accuracy, adequacy or completeness of the Approved Electronic Communications and the Approved Electronic Platform and each expressly disclaims liability for errors or omissions in the Approved Electronic Communications and the Approved Electronic Platform. No warranty of any kind, express, implied or statutory (including, without limitation, any warranty of merchantability, fitness for a particular purpose, noninfringement of third party rights or freedom from viruses or other code defects) is made by the Agent Affiliates in connection with the approved electronic communications or the approved electronic platform.

Each of the Lenders, the Issuing Bank, the LC Facility Issuing Bank, and the Loan Parties agrees that the Agent may, but (except as may be required by applicable law) shall not be obligated to, store the Approved Electronic Communications on the Approved Electronic Platform in accordance with the Agent’s generally-applicable document retention procedures and policies.

Subject to the appointment and acceptance of a successor Agent as provided in this paragraph, the Agent may resign at any time by notifying the Lenders, the Issuing Bank, the LC Facility Issuing Bank and the U.S. Borrower. Upon any such resignation, the Required Lenders shall have the right, with the consent (not to be unreasonably withheld or delayed) of the U.S. Borrower, to appoint a successor; provided that, during the existence and continuation of an Event of Default, no consent of the U.S. Borrower shall be required. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, the Issuing Bank and the LC Facility Issuing Bank appoint a successor Agent which shall be a commercial bank or an Affiliate of any such commercial bank reasonably acceptable to the U.S. Borrower. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the Agent’s resignation hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. Any such resignation by the Agent hereunder shall, unless otherwise consented to by such Agent, also constitute the resignation of such Agent (and its Affiliates) as a Swingline Lender hereunder (in which case the U.S. Borrower may appoint a replacement Swingline Lender reasonably acceptable to the new Agent).

Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

The co-arrangers, joint bookrunners, co-syndication agents and the co-documentation agent shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such.

Each Lender authorizes and directs the Agent to, upon the request of the U.S. Borrower, enter into any Receivables Facility Intercreditor Agreement with any agent under any Receivables Facility of the U.S. Borrower or any of its Restricted Subsidiaries and each Lender agrees to be bound by the terms thereof that are applicable to it thereunder.

For the purpose of taking and ensuring the continuing validity of certain of the security under the Collateral Documents, each of the Loan Parties hereby agrees and covenants with the Agent by way of an abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) that each of them shall pay to the Agent sums equal to, and in the currency of, any sums owing by it to a Secured Party (other than the Agent) under any Loan Document (the "Principal Domestic Obligations") as and when the same fall due for payment under the relevant Loan Document (the "Parallel Domestic Obligations").

Further all Foreign Borrowers and Foreign Guarantors (as defined in the Foreign Borrower Cross-Guarantee) hereby agree and covenant with the Agent by way of an abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) that each of them shall pay to the Agent sums equal to, and in the currency of, any sums owing by it to a Secured Party (other than the Agent) under any Loan Document (the "Principal Foreign Obligations", together with the "Principal Domestic Obligations" the "Principal Obligations") as and when the same fall due for payment under the relevant Loan Document (the "Parallel Foreign Obligations", and together with the Parallel Domestic Obligations, the "Parallel Obligations").

Notwithstanding anything to the contrary in any Loan Document, the Agent shall have its own independent right to demand payment of the Parallel Obligations by the Loan Parties, Foreign Borrowers and Foreign Guarantors. The rights of the Secured Parties to receive payment of the Principal Obligations are several from the rights of the Agent to receive the Parallel Obligations; provided that the payment by a Loan Party, Foreign Borrower or Foreign Guarantor of its Parallel Obligations to the Agent in accordance with this paragraph and the immediately preceding paragraph shall be a good discharge of the corresponding Principal Obligations and the payment by a Loan Party, Foreign Borrower or Foreign Guarantor of its corresponding Principal Obligations in accordance with the Loan Documents shall be a good discharge of the relevant Parallel Obligations. In the event of a good discharge of the Principal Obligations the Agent shall not be entitled any more to demand payment of the corresponding Parallel Obligations and such Parallel Obligations shall cease to exist. This shall apply accordingly in the event of a good discharge of the Parallel Obligations to the corresponding Principal Obligations. Despite the foregoing, any payment under the Loan Documents shall be made to the Agent, unless expressly stated otherwise in the Secured Documents (save for this paragraph and the immediately preceding paragraph) or unless the Agent directs such payment to be made to the Agent.

In the case a Parallel Foreign Obligation corresponds to an obligation of a Foreign Guarantor incorporated in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) (a "German GmbH Guarantor") or established in Germany as a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung*) as general partner (a "German GmbH & Co. KG Guarantor") together with any German GmbH Guarantor hereinafter referred to as "German Guarantor"), the enforcement of such Parallel Foreign Obligation and indemnity granted pursuant to this Article VIII shall be limited in accordance with the provisions of Section 2 (f) and (g) of the Foreign Borrower Cross-Guarantee, applying such provisions *mutatis mutandis* to the relevant Parallel Foreign Obligation.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

if to any Loan Party or any Foreign Borrower, to it in care of the U.S. Borrower at:

ARAMARK Corporation
1101 Market Street
Philadelphia, PA 19107
Attention: Treasurer
Facsimile No: (215) 238-3284

with a copy to:

ARAMARK Corporation
1101 Market Street
Philadelphia, PA 19107
Attention: General Counsel
Facsimile No: (215) 413-8808

if to the Agent, to it at:

Citibank, N.A.
390 Greenwich St.
New York, NY 10013
Attention: Neil Mahon
Facsimile No: (646) 291-1629
E-Mail Address: cornelius.p.mahon@citigroup.com

and

Citibank, N.A.
2 Penns Way, Suite 100
New Castle, DE 19720
Attention: Armando Herrera
Facsimile No: (212) 994-0961
E-Mail Address: Armando.herrera@citigroup.com

with a copy to:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attention: Adam Dworkin
Fax No.: (212) 269-5420
E-Mail Address: adworkin@cahill.com

if to the Issuing Bank for standby Revolving Letters of Credit (other than the Existing Letters of Credit), to it at:

Citibank, N.A.
2 Penns Way, Suite 100
New Castle, DE 19720
Attention: Armando Herrera
Facsimile No: (212) 994-0961
E-Mail Address: Armando.herrera@citigroup.com

if to the Issuing Bank for commercial Revolving Letters of Credit, to it at:

Wachovia Securities LLC
171 17th Street, N.W.
3rd Floor/ GA 4523
Atlanta, GA 30363
Attention: John G. Taylor
Facsimile No: (404) 214-3751
E-Mail: Johng.taylor@wachovia.com

If to the LC Facility Issuing Bank, to it at:

JPMorgan Chase Bank, N.A.
Americas Investment Bank Loan Operations
1111 Fannin St., 10th Floor
Houston, TX 77002
Attention: Cherry Arnaez
Facsimile No: (713) 750-2782
E-Mail: cherry.arnaez@jpmorgan.com

If to the Issuing Bank for Existing Letters of Credit that are Revolving Letters of Credit, to it at:

JPMorgan Chase Bank, N.A.
Americas Investment Bank Loan Operations
1111 Fannin St., 10th Floor
Houston, TX 77002
Attention: Cherry Arnaez
Facsimile No: (713) 750-2782
E-Mail: cherry.arnaez@jpmorgan.com

if to the U.S. Swingline Lender, to it at:

Citibank, N.A.
2 Penns Way, Suite 100
New Castle, DE 19720
Attention: Armando Herrera
Facsimile No: (212) 994-0961
E-Mail Address: Armando.herrera@citigroup.com

if to the Canadian Swingline Lender, to it at:

Citibank, N.A., Canadian Branch
2 Penns Way, Suite 100
New Castle, DE 19720
Attention: Armando Herrera
Facsimile No: (212) 994-0961
E-Mail Address: Armando.herrera@citigroup.com

if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone, provided that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and internet or intranet websites) pursuant to procedures approved by the Agent; provided that the foregoing shall not apply to notices pursuant to Section 2.08 or 2.09 or Compliance Certificates delivered pursuant to Section 5.01(c) unless otherwise agreed by the Agent and the applicable Lender. The Agent or the U.S. Borrower (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of any required notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02 Waivers; Amendments.

(a) No failure or delay by the Agent, the Issuing Bank, the LC Facility Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate

as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agent, the Issuing Bank, the LC Facility Issuing Bank and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan, the funding of an LC Facility Deposit or issuing of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Agent, the Issuing Bank, the LC Facility Issuing Bank or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or, (ii) in the case of any other Loan Document (other than any such amendment to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (A) increase the Commitment of any Lender without the written consent of such Lender; it being understood that a waiver of any condition precedent set forth in Article IV or the waiver of any Default or mandatory prepayment shall not constitute an increase of any Commitment of any Lender, (B) reduce or forgive the principal amount of any Loan or reimbursement obligation hereunder with respect to LC Disbursements or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder or change the currency in which any such amount is required to be paid, without the written consent of each Lender directly affected thereby, (C) extend the date of which the LC Facility Deposits are required to be returned to the LC Facility Lenders, (D) postpone any scheduled date of payment of the principal amount of any Loan, or any date for the payment of any interest, fees or other Obligations payable hereunder or the reimbursement of any LC Disbursement, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby; provided that only the consent of the Required Lenders shall be necessary to amend the provisions of Section 2.11(c) providing for the default rate of interest, or to waive any obligations of any Borrower to pay interest at such default rate, (E) change Section 2.16(a) or (b) in a manner that would alter the manner in which payments are shared, without the written consent of each Lender, (F) change any of the provisions of this Section or the definition of "Required Lenders" or "Required Class Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (G) release any material Loan Guarantor or the U.S. Borrower from its obligation under its Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender, or (H) except as provided in clauses (c) and (d) of this Section or in any Collateral Document, release all or substantially all of the Collateral, without the written consent of each Lender; provided, further, that no such agreement shall amend, modify or otherwise (x) affect the rights or duties of the Agent, Issuing Bank or LC Facility Issuing Bank hereunder without the prior written consent of the Agent, Issuing Bank or LC Facility Issuing Bank, as applicable or (y) make any change to the documents that by its terms affects the rights of any Class of Lenders to receive payments in any manner different than any other Class of Lenders without the written consent of the Required Class Lenders of such Class; and provided, further, that no amendment, modification, waiver of or consent with respect to any of the terms and provisions (and related definitions) of Sections 6.10 or 6.11 shall be effective without the written consent of the Required Revolving Lenders and any such amendment, supplement, modification or waiver shall be effective with the written

consent of only the Required Revolving Lenders (or the Agent with the prior written consent thereof), on the one hand, and the Borrowers, on the other hand. Notwithstanding anything to the contrary contained herein, no amendment shall require any U.S. Revolving Lender to make Revolving Loans to a Borrower other than the U.S. Borrower without the consent of such U.S. Revolving Lender.

(c) The Lenders hereby irrevocably agree that the Liens granted to the Agent by the Loan Parties on any Collateral shall be automatically released (i) upon the Discharge of Obligations, (ii) upon the sale or other disposition of the property constituting such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Loan Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry), (iii) subject to paragraph (b) of this Section 9.02, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, (iv) to the extent the property constituting such Collateral is owned by any Loan Guarantor, upon the release of such Loan Guarantor from its obligations under its Loan Guaranty in accordance with the provisions of this Agreement or (v) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Agent and the Lenders pursuant to the Collateral Documents; provided that the Agent may, in its discretion, release the Lien on Collateral valued in the aggregate not in excess of \$5.0 million during each fiscal year without consent of any Lender. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral to the extent required under the provisions of the Loan Documents.

(d) Notwithstanding anything to the contrary contained in this Section 9.02, guarantees and related documents, if any, executed by Foreign Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Agent and may be amended and waived with the consent of the Agent at the request of the U.S. Borrower without the need to obtain the consent of any other Lenders if such amendment or waiver is delivered in order (i) to comply with local law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause such guarantee or other document to be consistent with this Agreement and the other Loan Documents.

(e) If, in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender” or “each Lender directly affected thereby”, the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a “Non-Consenting Lender”), then the U.S. Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement (or to replace such Non-Consenting Lender from the Class for which consent is being sought); provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the U.S. Borrower and the Agent, and, with respect to assignees that are Revolving Lenders, the Issuing Bank and, with respect to assignees that are LC Facility Lenders, the LC Facility Issuing Bank shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b)(ii) of Section 9.04, (ii) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver or consent and (iii) the applicable Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by such Borrower hereunder to and including the date of termination, including without limitation payments due to such Non-

Consenting Lender under Sections 2.14 and 2.15 (assuming that the Loans of such Non-Consenting Lender have been prepaid on such date rather than sold to the replacement Lender).

SECTION 9.03 Expenses; Indemnity; Damage Waiver.

(a) The U.S. Borrower shall pay (and, to the extent directly attributable to the facilities provided to any Foreign Borrower hereunder, each Foreign Borrower shall jointly and severally with the U.S. Borrower be obligated to pay) (i) all reasonable documented out-of-pocket expenses incurred by the Agent and its Affiliates, including the reasonable fees, charges and disbursements of Cahill Gordon & Reindel LLP, counsel for the Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein and the preparation of the Loan Documents and related documentation, (ii) all reasonable documented out-of-pocket expenses incurred by the Agent and its Affiliates, including the reasonable fees, charges and disbursements of outside legal counsel to the Agent, in connection with any amendments, modifications or waivers of the provisions of any Loan Documents (whether or not the transactions contemplated thereby shall be consummated), (iii) all reasonable documented out-of-pocket expenses incurred by the Agent, the Issuing Bank, the LC Facility Issuing Bank or the Lenders, including the reasonable documented fees, charges and disbursements of any counsel for the Agent, the Issuing Bank and the LC Facility Issuing Bank and for one law firm retained by the Lenders (and such additional counsel as the Agent or any Lender or group of Lenders determines are necessary in light of actual or potential conflicts of interest or the availability of different claims of defenses), in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans and other extensions of credit made hereunder, including all such reasonable documented out-of-pocket expenses incurred during any workout, restructuring or related negotiations in respect of such Loans, and (iv) subject to any other provisions of this Agreement, of the Loan Documents or of any separate agreement entered into by the Borrowers and the Agent with respect thereto, all reasonable documented out-of-pocket expenses incurred by the Agent in the administration of the Loan Documents. Expenses reimbursable by the U.S. Borrower under this Section include, without limiting the generality of the foregoing, subject to any other applicable provision of any Loan Document, reasonable documented out-of-pocket costs and expenses incurred in connection with:

(i) lien and title searches and title insurance; and

(ii) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Agent's Liens.

(b) The Borrowers shall indemnify the Agent, the Issuing Bank, the LC Facility Issuing Bank and each Lender, in their capacities as such, and each Related Party of any of the foregoing Persons (except for any Related Party that is an initial purchaser of the Senior Notes acting in its capacity as such) (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Environmental Liability related in any way to the U.S. Borrower or any of its Subsidiaries or to any property owned or operated by the U.S. Borrower or any of its Subsidiaries, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by any Borrower, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be

available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) To the extent that the Borrowers fail to pay any amount required to be paid by it to the Agent under paragraph (a) or (b) of this Section, each Lender severally agrees to pay to the Agent such Lender's Ratable Portion (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Agent in its capacity as such.

(d) To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan, any Letter of Credit or the use of the proceeds thereof.

(e) Other than to the extent required to be paid on the Closing Date, all amounts due under clauses (a) and (b) shall be payable by the applicable Borrower within ten (10) Business Days of receipt of an invoice relating thereto and setting forth such expenses in reasonable detail. All amounts due from the Lenders under clause (c) shall be paid promptly after written demand therefor.

SECTION 9.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as permitted by Section 6.03 or the definition of "Change of Control", no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any such Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section (any attempted assignment or transfer not complying with the terms of this Section shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, LC Facility Participation (including its rights in respect of its LC Facility Deposit as provided herein) or the Loans at the time owing to it) with the prior written consent (such consents not to be unreasonably withheld or delayed) of:

(A) the U.S. Borrower; provided that no consent of the U.S. Borrower shall be required for an assignment to another Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default specified in paragraphs (a), (f) or (g) of Section 7.01 has occurred and is continuing, any other Eligible Assignee and provided further that no consent of the U.S. Borrower shall be required for an assignment during the primary syndication of the Loans and LC Facility Participation to Persons identified by the Agent to the U.S. Borrower on or prior to the Closing

Date and reasonably acceptable to the U.S. Borrower (as evidenced by a letter of the U.S. Borrower to the Agent); and

(B) the Agent (and, if a Revolving Commitment is being assigned, each Issuing Bank and the Swingline Lender, in each case, under the applicable Revolving Facility).

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to another Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment, LC Facility Participation or Loans, the amount of the Commitment or LC Facility Participation or the principal amount of Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds (as defined below)) (x) in the case of the Revolving Facility, shall not be less than \$5.0 million and (y) in the case of a U.S. Term Loan or LC Facility Participation, shall not be less than \$1.0 million or an integral multiple of \$1.0 million in excess thereof (in the case of U.S. Term Loans and LC Facility Participations), £500,000 or an integral multiple of £500,000 in excess thereof (in the case of U.K. Term Loans), 1.0 million or an integral multiple of 500,000 in excess thereof (in the case of German Term Loans or Irish Term Loans) or ¥100.0 million or an integral multiple of ¥100.0 million in excess thereof, unless, in each case, each of the U.S. Borrower and the Agent otherwise consent; provided that no such consent of the U.S. Borrower shall be required if an Event of Default specified in paragraphs (a), (f) or (g) of Section 7.01 has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement (it being understood that non pro rata assignments of different Classes of Loans, LC Facility Participations and Commitments shall be permitted);

(C) the parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption via an electronic settlement system acceptable to the Agent (or, if previously agreed with the Agent, manually);

(D) the assignee, if it shall not be a Lender, shall, to the extent it is legally entitled to do so, deliver on or prior to the effective date of such assignment, to the Agent (1) an Administrative Questionnaire together with a processing and recordation fee of \$3,500 (except such fee shall not be required for assignments in connection with the primary syndication of the Loans and LC Facility Participations and provided that the Agent may in its sole discretion elect to waive such fee) and (2) if applicable, an appropriate Internal Revenue Service form (such as Form W-8BEN or W-8ECI or any successor form adopted by the relevant United States taxing authority) as required by applicable law supporting such assignee's position that no withholding by the U.S. Borrower or the Agent for United States income tax payable by such assignee in respect of amounts received by it with respect to a U.S. Revolving Loan or U.S. Term Loan hereunder is required; and

(E) if the proposed assignment relates to an assignment by a Lender of all or a portion of such Lender's interest under the Canadian Revolving Facility, notice of such assignment shall have been given to the U.S. Borrower.

The term “Related Funds” shall mean with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.15 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iv) The Agent, acting for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, or principal amount of the Loans or LC Facility Participations owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, absent manifest error, and each Borrower, the Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee’s completed Administrative Questionnaire and tax certifications required by Section 9.04(b)(ii)(D)(2)(unless the assignee shall already be a Lender hereunder) and any written consent to such assignment required by paragraph (b) of this Section, the Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.02, 2.04, 2.16(c) or 9.03(c), the Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows: (i) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitment, LC Facility Participation and the outstanding balances of its Loans, as applicable, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Assumption, (ii) except as set forth in (i) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the U.S. Borrower or any Subsidiary or the performance or observance by the U.S. Borrower or any Subsidiary of any of its obligations under this

Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (iii) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (iv) such assignee confirms that it has received a copy of this Agreement, together with copies of the most recent financial statements referred to in Section 3.04(a) or delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (v) such assignee will independently and without reliance upon the Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (vi) such assignee appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of any Borrower, the Agent, the Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment or LC Facility Participation or the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) each Borrower, the Agent, the Issuing Bank, the Facility Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (D) in the case of a participation with respect to the U.S. Revolving Loan or U.S. Term Loan, such Lender, acting solely for this purpose as a non-fiduciary agent of the U.S. Borrower, shall maintain a register on which it enters the name and address of each participant and the amount of each participant's interest in the Commitments and/or Loans held by it (the "Participant Register") and which entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such Loan or other obligation hereunder as the owner thereof for all purposes of this Agreement notwithstanding any notice to the contrary. Any such Participant Register shall be available for inspection by the Agent at any reasonable time and from time to time upon reasonable prior notice. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.14 and 2.15 (subject to the requirements and limitations of such Sections) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided such Participant agrees to be subject to Section 2.16(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the U.S. Borrower's prior written consent. No Participant shall be entitled to the benefits of Section 2.15 unless it complies with Sections 2.15(h) and (i) as if it were a Lender.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation

any pledge or assignment to secure obligations to a Federal Reserve Bank and including further, in the case of any Lender that is a Fund, any pledge or assignment of obligations owed, or securities issued, by such Lender including to any trustee for, or any other representative of, such holders and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a “Granting Lender”) may grant to a special purpose funding vehicle (an “SPC”), identified as such in writing from time to time by the Granting Lender to the Agent and the U.S. Borrower, the option to provide to a Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to a Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefits of Sections 2.13, 2.14 and to 2.15 to the same extent as if it were a Lender, (ii) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of any Borrower under this Agreement (including its obligations under Section 2.14 or 2.15) unless the grant to the SPC was made with the applicable Borrower’s prior written consent, (iii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iv) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section 9.04, any SPC may (i) with notice to, but without the prior written consent of, any Borrower or the Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the U.S. Borrower and Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC. Any Lender who grants an option to an SPC to make a Loan to the U.S. Borrower shall, if such option is exercised, maintain a register similar to the Participant Register described in paragraph (c) of this section.

SECTION 9.05 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.14, 2.15 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions

contemplated hereby, the Discharge of Obligations or the termination of this Agreement or any provision hereof.

SECTION 9.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Fee Letter and any separate letter agreements with respect to fees payable to the Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Article IV, this Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.07 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by such Lender, irrespective of whether or not such Lender shall have made any demand under the Loan Documents and although such obligations may be unmatured. The applicable Lender shall notify such Borrower and the Agent of such setoff or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. NOTWITHSTANDING THE FOREGOING, AT ANY TIME THAT ANY OF THE SECURED OBLIGATIONS SHALL BE SECURED BY REAL PROPERTY LOCATED IN CALIFORNIA, NO LENDER SHALL EXERCISE A RIGHT OF SETOFF, LENDER' S LIEN OR COUNTERCLAIM OR TAKE ANY COURT OR ADMINISTRATIVE ACTION OR INSTITUTE ANY PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR ANY LOAN DOCUMENT UNLESS IT IS TAKEN WITH THE CONSENT OF THE LENDERS REQUIRED BY SECTION 9.02 OF THIS AGREEMENT, IF SUCH SETOFF OR ACTION OR PROCEEDING WOULD OR MIGHT (PURSUANT TO SECTIONS 580a, 580b, 580d AND 726 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR SECTION 2924 OF THE CALIFORNIA CIVIL CODE, IF APPLICABLE, OR OTHERWISE) AFFECT OR IMPAIR THE VALIDITY, PRIORITY, OR ENFORCEABILITY OF THE LIENS GRANTED TO THE AGENT PURSUANT TO THE COLLATERAL DOCUMENTS OR THE ENFORCEABILITY OF THE OBLIGATIONS HEREUNDER, AND ANY ATTEMPTED EXERCISE BY ANY LENDER OR ANY SUCH RIGHT WITHOUT OBTAINING SUCH CONSENT OF THE PARTIES AS REQUIRED ABOVE, SHALL BE NULL AND VOID. THIS PARAGRAPH SHALL BE SOLELY FOR THE BENEFIT OF EACH OF THE LENDERS.

SECTION 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY OTHER LOAN DOCUMENT) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. Federal or New York State court sitting in the Borough of Manhattan, New York, New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each of the Foreign Borrowers hereby irrevocably designates, appoints and empowers ARAMARK Corporation (the "Process Agent"), in the case of any suit, action or proceeding brought in the United States of America as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement or any other Loan Document. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to such Foreign Borrower in care of the Process Agent at the Process Agent's above address, and each of the Foreign Borrowers hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, each of the Foreign Borrowers irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Process Agent or such Foreign Borrower at its address specified in Section 9.01.

(e) To the extent permitted by law, each party to this Agreement hereby irrevocably waives personal service of any and all process upon it and agrees that all such service of process may be made by registered mail (return receipt requested) directed to it at its address for notices as provided for in Section 9.01 or, in the case of any Foreign Borrower, as provided for in Section 9.09(d). Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(f) If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars, Canadian Dollars, Euros, Sterling or Yen into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agent could purchase Dollars, Canadian

Dollars, Euros, Sterling or Yen, as the case may be, with such other currency at the spot rate of exchange quoted by the Agent at 11:00 a.m. (New York City time) on the Business Day preceding that on which final judgment is given, for the purchase of Dollars, Canadian Dollars, Euros, Sterling or Yen, as the case may be, for delivery two Business Days thereafter. The obligation of each Borrower in respect of any such sum due from it to the Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the “Judgment Currency”) other than that in which sum is denominated in accordance with the applicable provisions of this Agreement (the “Agreement Currency”), be discharged only to the extent that on the Business Day following receipt by the Agent of any sum adjudged to be so due in the Judgment Currency, the Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Agent in the Agreement Currency, each Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Agent or the Person to whom such obligation was owing against such loss.

SECTION 9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12 Confidentiality. The Agent and each Lender agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates’ directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory, governmental or administrative authority, (c) to the extent required by law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially similar to or consistent with those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, including, without limitation, any SPC, (ii) any pledgee referred to in Section 9.04(d) or (iii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the U.S. Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Agent or any Lender on a nonconfidential basis from a source other than any Borrower. For the purposes of this Section, “Information” means all information received from any Loan Party or any Foreign Borrower relating to the Loan Parties, the Subsidiaries or their respective businesses, the Sponsors or the Transactions other than any such information that is available to the Agent or any Lender on a nonconfidential

basis prior to disclosure by any Loan Party or any of the Subsidiaries or that becomes publicly available other than as a result of a breach by such Agent or Lender of its obligations hereunder. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised substantially the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.13 Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that (a) it is not relying on or looking to any Margin Stock for the repayment of the Borrowings and other credit extensions provided for herein and acknowledges that the Collateral shall not include any Margin Stock and (b) it is not and will not become a “creditor” as defined in Regulation T or a “foreign branch of a broker-dealer” within the meaning of Regulation X. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to any Borrower in violation of any Requirement of Law.

SECTION 9.14 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act or the Proceeds of Crime (Money Laundering and Terrorist Financing Act (Canada) hereby notifies each Borrower that pursuant to the requirements of the such Act or Acts, it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify each Borrower in accordance with such Acts.

SECTION 9.15 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates. In addition, each Loan Party and each Lender hereby acknowledges that Affiliates of the Joint Lead Arrangers, Agent and certain of the Lenders will be initial purchasers of the Senior Notes.

SECTION 9.16 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the “Charges”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

ARTICLE X

LOAN GUARANTY

SECTION 10.01 Guaranty.

(a) Each Loan Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally guarantees to the Lenders

the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (collectively the “Guaranteed Obligations”). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal.

(b) The U.S. Borrower hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally guarantees to the Lenders the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (other than Secured Obligations that are expressly the obligations of the U.S. Borrower pursuant to the terms of any Loan Document, Hedge Agreement or Cash Management Agreement, which Secured Obligations shall continue to be the primary obligations of the U.S. Borrower) (collectively the “U.S. Borrower Guaranteed Obligations”). The U.S. Borrower further agrees that the U.S. Borrower Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. The provisions of this Article X (other than Section 10.12) shall apply equally to the U.S. Borrower as guarantor of the U.S. Borrower Guaranteed Obligations as to the Loan Guarantors as guarantors of the Guaranteed Obligations.

SECTION 10.02 Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Agent or any Lender to sue any Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an “Obligated Party”), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

SECTION 10.03 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Agent, any Lender, or any other Person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Agent or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other

guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Agent or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

SECTION 10.04 Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. The Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

SECTION 10.05 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Agent and the Lenders.

SECTION 10.06 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Lender.

SECTION 10.07 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Agent nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08 Taxes. All payments of the Guaranteed Obligations will be made by each Loan Guarantor free and clear of and without deduction or withholding for or on account of any Indemnified Taxes or Other Taxes unless such deduction or withholding is required by law; provided that if

any Loan Guarantor shall be required by law to deduct or withhold any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all such required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section) the Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) such Loan Guarantor shall make such deductions or withholdings and (iii) such Loan Guarantor shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law (and as soon as practicable after having done so, shall deliver to the Agent the original or certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment).

SECTION 10.09 Maximum Liability. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, Federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Lenders, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Liability"). This Section with respect to the Maximum Liability of each Loan Guarantor is intended solely to preserve the rights of the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Guarantor nor any other Person or entity shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under applicable law. Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Lenders hereunder; provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

SECTION 10.10 Contribution. In the event any Loan Guarantor (a "Paying Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Loan Guaranty, each other Loan Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Guarantor Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article X, each Non-Paying Guarantor's "Guarantor Percentage" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from any Borrower after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from any Borrower after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is

for the benefit of both the Agent, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.11 Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Agent and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

SECTION 10.12 Release of Loan Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary (i) a Subsidiary Guarantor shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released upon the consummation of any transaction permitted hereunder as a result of which such Subsidiary Guarantor ceases to be a Domestic Subsidiary of the U.S. Borrower and (ii) so long as no Event of Default has occurred and is continuing (A) if a Loan Guarantor is or becomes an Immaterial Subsidiary, and such release would not result in any Immaterial Subsidiary being required pursuant to Section 5.11(e) to become a Loan Party hereunder (except to the extent that on and as of the date of such release, one or more other Immaterial Subsidiaries become Loan Guarantors hereunder and the provisions of Section 5.11(e) are satisfied upon giving effect to all such additions and releases), (B) a Restricted Subsidiary is designated as an Unrestricted Subsidiary in accordance with Section 6.07 or (C) a Restricted Subsidiary is designated as a Receivables Subsidiary in connection with a Receivables Facility otherwise permitted hereunder or a Business Securitization Subsidiary in connection with a Business Securitization Facility otherwise permitted hereunder, in each case if such Restricted Subsidiary owns no assets or engages in no activities other than such assets or activities which are the subject of such Receivables Facility or Business Securitization Facility, as applicable, then in the case of each of clauses (A), (B) and (C), such Subsidiary Guarantor shall be automatically released from its obligations hereunder and its Loan Guaranty shall be automatically released upon notification thereof from the U.S. Borrower to the Agent. In connection with any such release, the Agent shall execute and deliver to any Subsidiary Guarantor, at such Subsidiary Guarantor's expense, all documents that such Subsidiary Guarantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.12 shall be without recourse to or warranty by the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

RMK ACQUISITION CORPORATION

By: /s/ Christopher Holland
Name: Christopher Holland
Title:

ARAMARK INTERMEDIATE HOLDCO CORPORATION

By: /s/ Christopher Holland
Name: Christopher Holland
Title:

ARAMARK CANADA LTD.,

By: /s/ Karen Wetselaar
Name: Karen Wetselaar
Title:

ARAMARK INVESTMENTS LIMITED

By: /s/ Andrew Main
Name: Andrew Main
Title:

By: /s/ Roberta Wheeler
Name: Roberta Wheeler
Title:

ARAMARK IRELAND HOLDINGS LIMITED

By: /s/ Pat Cronin
Name: Pat Cronin
Title: Director

ARAMARK HOLDINGS GMBH & CO. KG,
represented by its general partner
ARAMARK MANAGEMENT GMBH

By: /s/ Udo Luerssen
Name: Udo Luerssen
Title: President

By: /s/ Jurgen Vogl
Name: Jurgen Vogl
Title: CFO

ARAMARK GMBH

By: /s/ Udo Luerssen
Name: Udo Luerssen
Title: President

By: /s/ Thomas Unger
Name: Thomas Unger
Title: VP Sales

S-2

EACH OF THE SUBSIDIARY GUARANTORS
LISTED ON SCHEDULE I HERETO

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Authorized Signatory

ARAMARK BUSINESS DINING SERVICES OF TEXAS, INC.
ARAMARK EDUCATIONAL SERVICES OF TEXAS, INC.
ARAMARK FOOD SERVICE CORPORATION OF TEXAS
ARAMARK HEALTHCARE SUPPORT SERVICES OF TEXAS, INC.
ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC.

By:

/s/ Betty McCann

Name: Betty McCann

Title: President

ARAMARK EXECUTIVE MANAGEMENT SERVICES USA, INC.
ARAMARK SERVICES MANAGEMENT OF HI, INC.
ARAMARK SERVICES MANAGEMENT OF IL, INC.
ARAMARK SERVICES MANAGEMENT OF MI, INC.
ARAMARK SERVICES MANAGEMENT OF NJ, INC.
ARAMARK SERVICES MANAGEMENT OF OH, INC.
ARAMARK SERVICES MANAGEMENT OF SC, INC.
ARAMARK SERVICES MANAGEMENT OF WI, INC.

By:

/s/ John M. Lafferty

Name: John M. Lafferty

Title: Assistant Treasurer

ARAMARK RAV, INC.

By:

/s/ Karen Wallace

Name: Karen Wallace

Title: Treasurer

ARAMARK AVIATION SERVICES LIMITED PARTNERSHIP

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole member

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole member

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

TAHOE ROCKET LP

By: ARAMARK SPORTS AND
ENTERTAINMENT SERVICES,
INC.,
its General Partner

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and Treasurer

SCHEDULE I

Addison Concessions, Inc. (Delaware)
ARAMARK Asia Management, LLC (Delaware)
ARAMARK Campus, Inc. (Delaware)
ARAMARK Cleanroom Services, Inc. (Delaware)
ARAMARK Cleanroom Services (Puerto Rico), Inc. (Delaware)
ARAMARK Clinical Technology Services, Inc. (Delaware)
ARAMARK Confection Corporation (Delaware)
ARAMARK Correctional Services, Inc. (Delaware)
ARAMARK CTS, LLC (Delaware)
ARAMARK Educational Group, Inc. (Delaware)
ARAMARK Educational Services, Inc. (Delaware)
ARAMARK Engineering Associates, LLC (Delaware)
ARAMARK Entertainment, Inc. (Delaware)
ARAMARK Facilities Management, Inc. (Delaware)
ARAMARK FHC Business Services, LLC (Delaware)
ARAMARK FHC Campus Services, LLC (Delaware)
ARAMARK FHC Correctional Services, LLC (Delaware)
ARAMARK FHC Healthcare Support Services, LLC (Delaware)
ARAMARK FHC Refreshment Services, LLC (Delaware)
ARAMARK FHC School Support Services, LLC (Delaware)
ARAMARK FHC Services, LLC (Delaware)
ARAMARK FHC Sports and Entertainment Services, LLC (Delaware)
ARAMARK FHC, LLC (Delaware)
ARAMARK Food and Support Services Group, Inc. (Delaware)
ARAMARK Food Service Corporation (Delaware)
ARAMARK FSM, LLC (Delaware)
ARAMARK Healthcare Support Services of the Virgin Islands, Inc. (Delaware)
ARAMARK Healthcare Support Services, Inc. (Delaware)
ARAMARK India Holdings LLC (Delaware)
ARAMARK Industrial Services, Inc. (Delaware)
ARAMARK Japan, Inc. (Delaware)
ARAMARK Marketing Services Group, Inc. (Delaware)
ARAMARK Organizational Services, Inc. (Delaware)
ARAMARK RBI, Inc. (Delaware)

ARAMARK Refreshment Services, Inc. (Delaware)
ARAMARK Schools, Inc. (Delaware)
ARAMARK SCM, Inc. (Delaware)
ARAMARK Senior Living Services, LLC (Delaware)
ARAMARK Senior Notes Company (Delaware)
ARAMARK Services of Puerto Rico, Inc. (Delaware)
ARAMARK Services, Inc. (Delaware)
ARAMARK SM Management Services, Inc. (Delaware)
ARAMARK SMMS LLC (Delaware)
ARAMARK SMMS Real Estate LLC (Delaware)
ARAMARK Sports and Entertainment Group, Inc. (Delaware)
ARAMARK Sports and Entertainment Services, Inc. (Delaware)
ARAMARK Sports Facilities, LLC (Delaware)
ARAMARK Sports, Inc. (Delaware)
ARAMARK Summer Games 1996, Inc. (Delaware)
ARAMARK U.S. Offshore Services, Inc. (Delaware)
ARAMARK Uniform & Career Apparel Group, Inc. (Delaware)
ARAMARK Uniform & Career Apparel, Inc. (Delaware)
ARAMARK Uniform Manufacturing Company (Delaware)
ARAMARK Uniform Services (Matchpoint) LLC (Delaware)
ARAMARK Uniform Services (Midwest) LLC (Delaware)
ARAMARK Uniform Services (North Carolina) LLC (Delaware)
ARAMARK Uniform Services (Pittsburgh) LLC (Delaware)
ARAMARK Uniform Services (Rochester) LLC (Delaware)
ARAMARK Uniform Services (Santa Ana) LLC (Delaware)
ARAMARK Uniform Services (Syracuse) LLC (Delaware)
ARAMARK Uniform Services (West Adams) LLC (Delaware)
ARAMARK Venue Services, Inc. (Delaware)
ARAMARK/HMS Company
Delsac VIII, Inc.
Fine Host Holdings, LLC (Delaware)
Galls, an ARAMARK Company, LLC (Delaware)
Harrison Conference Associates, Inc. (Delaware)
Harrison Conference Center of Glen Cove, Inc. (New York)
Harry M. Stevens, Inc. (New York)

Seamlessweb Professional Solutions, Inc. (Delaware)
The Menu Marketing Group, Inc. (Delaware)
American Snack & Beverage, Inc. (Florida)
ARAMARK American Food Services, Inc. (Ohio)
ARAMARK Capital Asset Services, Inc. (Wisconsin)
ARAMARK Consumer Discount Company (Pennsylvania)
ARAMARK Distribution Services, Inc. (Illinois)
ARAMARK Educational Services of Vermont, Inc. (Vermont)
ARAMARK Facility Management Corporation of Iowa (Iowa)
ARAMARK Facility Services, Inc. (Maryland)
ARAMARK FHC Kansas, Inc. (Kansas)
ARAMARK Food Service Corporation of Kansas (Kansas)
ARAMARK Kitty Hawk, Inc. (Idaho)
ARAMARK Services of Kansas, Inc. (Kansas)
Harrison Conference Center of Lake Bluff, Inc. (Illinois)
Harrison Conference Services of Massachusetts, Inc. (Massachusetts)
Harrison Conference Services of North Carolina, Inc. (North Carolina)
Harrison Conference Services of Princeton, Inc. (New Jersey)
Harrison Conference Services of Wellesley, Inc. (Massachusetts)
Harry M. Stevens, Inc. of New Jersey (New Jersey)
Harry M. Stevens, Inc. of Penn. (Pennsylvania)
Kowalski-Dickow Associates, Inc. (Wisconsin)
L&N Uniform Supply Co., Inc. (California)
Lake Tahoe Cruises, Inc. (California)
Landy Textile Rental Services, Inc. (Pennsylvania)
MyAssistant, Inc. (Pennsylvania)
Overall Laundry Services, Inc. (WA)
Paradise Hornblower, LLC (California)
Restaura, Inc. (Michigan)
Shoreline Operating Company, Inc. (California)
Travel Systems, Ltd. (Nevada)

CITIBANK, N.A., as Agent and as U.S. Swingline
Lender

By: /s/ Sandy Salgado

Name: Sandy Salgado

Title: Vice President

CITIBANK, N.A., as an Issuing Lender

By: /s/ Sandy Salgado

Name: Sandy Salgado

Title: Vice President

CITIBANK, N.A., Canadian Branch, as Canadian
Swingline Lender

By: /s/ Niyousha Zarinpour

Name: Niyousha Zarinpour

Title: Authorised Signer

WACHOVIA BANK, NATIONAL ASSOCIATION, as
an Issuing Bank

By: /s/ John G. Taylor

Name: John G. Taylor

Title: Vice President

JPMORGAN CHASE BANK, N.A., as LC Facility
Issuing Bank

By: /s/ Dawn Lee Lum

Name: Dawn Lee Lum

Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as an Issuing Bank

By: /s/ Dawn Lee Lum
Name: Dawn Lee Lum
Title: Executive Director

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as a U.S. Term Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

GOLDMAN SACHS CANADA CREDIT PARTNERS
CO.,
as a Canadian Term Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

GOLDMAN SACHS CREDIT PARTNERS, L.P.
as a German Term Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

GOLDMAN SACHS CREDIT PARTNERS, L.P.
as an Irish Term Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

GOLDMAN SACHS CREDIT PARTNERS, L.P.,
as a Yen Term Lenders

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

Alliance & Leicester Commercial Bank plc as a U.K.
Revolving Lender

By: /s/ C.S. Jones
Name: C.S. Jones
Title: Director & Head of Corporate and Structured
Finance

AMALGAMATED BANK, as a U.S. Revolving Lender

By: /s/ Craig McDowell
Name: Craig McDowell
Title: Vice President

BANCO SANTANDER CENTRAL HISPANO, NEW
YORK BRANCH as a U.S. Revolving Lender

By: /s/ Jose Castello
Name: Jose Castello
Title: Managing Director

By: /s/ Karen M. Wagner
Name: Karen M. Wagner
Title: Vice President

BANCO SANTANDER CENTRAL HISPANO, NEW
YORK BRANCH as a U.K. Revolving Lender

By: /s/ Jose Castello
Name: Jose Castello
Title: Managing Director

By: /s/ Karen M. Wagner
Name: Karen M. Wagner
Title: Vice President

BANCO SANTANDER CENTRAL HISPANO, NEW
YORK BRANCH
as an Irish Revolving Lender

By: /s/ Jose Castello

Name: Jose Castello
Title: Managing Director

By: /s/ Karen M. Wagner

Name: Karen M. Wagner
Title: Vice President

BANCO SANTANDER CENTRAL HISPANO, NEW
YORK BRANCH
as a German Revolving Lender

By: /s/ Jose Castello

Name: Jose Castello
Title: Managing Director

By: /s/ Karen M. Wagner

Name: Karen M. Wagner
Title: Vice President

BARCLAYS BANK PLC, as a U.S. Revolving Lender

By: /s/ Douglas Bernegger

Name: Douglas Bernegger
Title: Director

BARCLAYS BANK PLC, as a U.K. Revolving Lender

By: /s/ Douglas Bernegger

Name: Douglas Bernegger
Title: Director

BARCLAYS BANK PLC, as an Irish Revolving Lender

By: /s/ Douglas Bernegger

Name: Douglas Bernegger
Title: Director

BARCLAYS BANK PLC, as a German Revolving
Lender

By: /s/ Douglas Bernegger

Name: Douglas Bernegger

Title: Director

BARCLAYS CORPORATION LIMITED,
as a Canadian Revolving Lender

By: /s/ Gail Carmody

Name: Gail Carmody

Title: Director

Bayerische Landesbank, New York Branch,
as a U.S. Revolving Lender

By: /s/ Georgina Fiordalisi

Name: Georgina Fiordalisi

Title: Vice President

By: /s/ Donna M. Quilty

Name: Donna M. Quilty

Title: Vice President

BAYERISCHE HYPO-UND VEREINSBANK, AG
NEW YORK BRANCH,
as a U.S. Revolving Lender

By: /s/ Peter Ra

Name: Peter Ra

Title: Senior Associate

By: /s/ Hetal Selarka

Name: Hetal Selarka

Title: Associate Director

BAYERISCHE HYPO-UND VEREINSBANK, AG
NEW YORK BRANCH, as an Irish Revolving
Lender

By: /s/ Peter Ra

Name: Peter Ra
Title: Senior Associate

By: /s/ Hetal Selarka

Name: Hetal Selarka
Title: Associate Director

BAYERISCHE HYPO-UND VEREINSBANK, AG
NEW YORK BRANCH, as a German Revolving
Lender

By: /s/ Peter Ra

Name: Peter Ra
Title: Senior Associate

By: /s/ Hetal Selarka

Name: Hetal Selarka
Title: Associate Director

BAYERISCHE HYPO-UND VEREINSBANK, AG
NEW YORK BRANCH, as a U.K. Revolving Lender

By: /s/ Peter Ra

Name: Peter Ra
Title: Senior Associate

By: /s/ Hetal Selarka

Name: Hetal Selarka
Title: Associate Director

CALYON NEW YORK BRANCH,
as a U.S. Revolving Lender

By: /s/ Alex Averbukh
Name: Alex Averbukh
Title: Director

By: /s/ Anne Le Goulven
Name: Anne Le Goulven
Title: Director

CALYON NEW YORK BRANCH,
as an Irish Revolving Lender

By: /s/ Alex Averbukh
Name: Alex Averbukh
Title: Director

By: /s/ Anne Le Goulven
Name: Anne Le Goulven
Title: Director

Chase Lincoln First Commercial Corporation,
as a U.S. Revolving Lender

By: /s/ Dawn Lee Lum
Name: Dawn Lee Lum
Title: Director

CITIBANK, N.A., as a U.S. Revolving Lender

By: /s/ Sandy Salgado
Name: Sandy Salgado
Title: Vice President

CITIBANK, N.A., as a U.K. Revolving Lender

By: /s/ Sandy Salgado
Name: Sandy Salgado
Title: Vice President

CITIBANK, N.A., as a German Revolving Lender

By: /s/ Sandy Salgado

Name: Sandy Salgado

Title: Vice President

CITIBANK, N.A., as an Irish Revolving Lender

By: /s/ Sandy Salgado

Name: Sandy Salgado

Title: Vice President

CITIBANK, N.A., Canadian Branch, as a Canadian
Revolving Lender

By: /s/ Niyousha Zarinpour

Name: Niyousha Zarinpour

Title: Authorized signer

COMERICA BANK, as a U.S. Revolving Lender

By: /s/ Richard C. Hampson

Name: Richard C. Hampson

Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as a
U.S. Revolving Lender

By: /s/ Scottye Lindsey

Name: Scottye Lindsey

Title: Director

By: /s/ Evelyn Thierry

Name: Evelyn Thierry

Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as an
Irish Revolving Lender

By: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as a
German Revolving Lender

By: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH, as a
U.K. Revolving Lender

By: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

By: /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Vice President

DEUTSCHE BANK AG, Canadian Branch, as a
Canadian Revolving Lender

By: /s/ Robert Johnston

Name: Robert Johnston

Title: Director

By: /s/ Marcellus Leung

Name: Marcellus Leung

Title: Vice President

FIRSTTRUST BANK, as a U.S. Revolving Lender

By: /s/ Bryan T. Denney

Name: Bryan T. Denney

Title: Vice President

General Electric Capital Corporation, as a U.S.
Revolving Lender

By: /s/ Michelle Handy

Name: Michelle Handy

Title: Duly Authorized Signatory

General Electric Capital Corporation, as an Irish
Revolving Lender

By: /s/ Michelle Handy

Name: Michelle Handy

Title: Duly Authorized Signatory

General Electric Capital Corporation, as a German
Revolving Lender

By: /s/ Michelle Handy

Name: Michelle Handy

Title: Duly Authorized Signatory

General Electric Capital Corporation, as a U.K.
Revolving Lender

By: /s/ Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory

GE Canada Finance Holding Company, as a Canadian
Revolving Lender

By: /s/ Ellis Gaston
Name: Ellis Gaston
Title: Superintendent

GODLMAN SACHS CREDIT PARTNERS L.P., as a
U.S. Revolving Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

GOLDMAN SACHS CANADA CREDIT PARTNERS
CO., as a Canadian Revolving Lender

By: /s/ Bruce Mendelsohn
Name: Bruce Mendelsohn
Title: Authorized Signatory

Israel Discount Bank of New York, as a U.S. Revolving
Lender

By: /s/ Andy Ballta
Name: Andy Ballta
Title: First Vice President

By: /s/ Walter T. Duffy, III
Name: Walter T. Duffy, III
Title: First Vice President

JPMorgan Chase Bank, N.A., Toronto Branch, as a
Canadian Revolving Lender

By: /s/ Drew McDonald
Name: Drew McDonald
Title: Vice President

J.P. Morgan Chase International Financing Limited, as
an Irish Revolving Lender

By: /s/ Dawn Lee Lum
Name: Dawn Lee Lum
Title: Executive Director

J.P. Morgan Chase International Financing Limited, as a
German Revolving Lender

By: /s/ Dawn Lee Lum
Name: Dawn Lee Lum
Title: Executive Director

J.P. Morgan Chase International Financing Limited, as a
U.K. Revolving Lender

By: /s/ Dawn Lee Lum
Name: Dawn Lee Lum
Title: Executive Director

Merrill Lynch Capital, a division of Merrill Lynch
Business Financial Services Inc., as a U.S. Revolving
Lender

By: /s/ Ted Denniston
Name: Ted Denniston
Title: Vice President

MERRILL LYNCH CAPITAL CANADA INC., as a
Canadian Revolving Lender

By: /s/ Jacquie Alexander

Name: Jacquie Alexander
Title: Authorized Signatory

Mizuho Corporate Bank, Ltd., as a U.S. Revolving
Lender

By: /s/ James Fayen

Name: James Fayen
Title: Deputy General Manager

Mizuho Corporate Bank, Ltd, as a U.K. Revolving
Lender

By: /s/ James Fayen

Name: James Fayen
Title: Deputy General Manager

Natixis, as a Lender

By: /s/ Tefta Ghilaga

Name: Tefta Ghilaga
Title: Director

By: /s/ Harold Birk

Name: Harold Birk
Title: Managing Director

NATIONAL CITY BANK, as a U.S. Revolving Lender

By: /s/ Anne Marie F. Hughes

Name: Anne Marie F. Hughes
Title: Senior Vice President

NATIONAL CITY BANK, as an Irish Revolving
Lender

By: /s/ Anne Marie F. Hughes

Name: Anne Marie F. Hughes

Title: Senior Vice President

NATIONAL CITY BANK, as a German Revolving
Lender

By: /s/ Anne Marie F. Hughes

Name: Anne Marie F. Hughes

Title: Senior Vice President

NATIONAL CITY BANK, as a U.K. Revolving Lender

By: /s/ Anne Marie F. Hughes

Name: Anne Marie F. Hughes

Title: Senior Vice President

NATIONAL CITY BANK, CANADA BRANCH, as a
Canadian Revolving Lender

By: /s/ Caroline Stade

Name: Caroline Stade

Title: Senior Vice President

By: /s/ Bill Hines

Name: Bill Hines

Title: Senior Vice President & Principal Officer

PNC BANK, National Association, as a Irish Revolving
Lender

By: /s/ Denise D. Killen

Name: Denise D. Killen

Title: Senior Vice President

PNC BANK, National Association, as a German
Revolving Lender

By: /s/ Denise D. Killen
Name: Denise D. Killen
Title: Senior Vice President

PNC BANK, National Association, as a U.K. Revolving
Lender

By: /s/ Denise D. Killen
Name: Denise D. Killen
Title: Senior Vice President

PNC BANK, National Association, as a U.S. Revolving
Lender

By: /s/ Denise D. Killen
Name: Denise D. Killen
Title: Senior Vice President

Sumitomo Mitsui Banking Corporation, as a U.S.
Revolving Lender

By: /s/ Leo E. Pagarigan
Name: Leo E. Pagarigan
Title: Joint General Manager

Sovereign Bank, as a U.S. Revolving Lender

By: /s/ Ravi Kacker
Name: Ravi Kacker
Title: SVP

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York
Branch, as a U.S. Revolving Lender

By: /s/ Lillian Kim

Name: Lillian Kim

Title: Authorized Signatory

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York
Branch, as a German Revolving Lender

By: /s/ Lillian Kim

Name: Lillian Kim

Title: Authorized Signatory

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York
Branch, as an Irish Revolving Lender

By: /s/ Lillian Kim

Name: Lillian Kim

Title: Authorized Signatory

United Overseas Bank Limited, New York Agency as a
U.S. Revolving Lender

By: /s/ George Lim

Name: George Lim

Title: FVP & General Manager

By: /s/ Mario Sheng

Name: Mario Sheng

Title: Assistant Vice President

THE ROYAL BANK OF SCOTLAND PLC, as a U.S.
Revolving Lender

By: /s/ L. Peter Yetman

Name: L. Peter Yetman

Title: SVP

THE ROYAL BANK OF SCOTLAND PLC, as a U.K.
Revolving Lender

By: /s/ L. Peter Yetman
Name: L. Peter Yetman
Title: SVP

THE ROYAL BANK OF SCOTLAND PLC, as an Irish
Revolving Lender

By: /s/ L. Peter Yetman
Name: L. Peter Yetman
Title: SVP

THE ROYAL BANK OF SCOTLAND PLC, as a
German Revolving Lender

By: /s/ L. Peter Yetman
Name: L. Peter Yetman
Title: SVP

Wachovia Bank, National Association, as a U.S.
Revolving Lender

By: /s/ John G. Taylor
Name: John G. Taylor
Title: Vice President

Wachovia Bank, National Association, as an Irish
Revolving Lender

By: /s/ John G. Taylor
Name: John G. Taylor
Title: Vice President

Wachovia Bank, National Association, as a German
Revolving Lender

By: /s/ John G. Taylor

Name: John G. Taylor

Title: Vice President

Wachovia Bank, National Association, as a U.K.
Revolving Lender

By: /s/ John G. Taylor

Name: John G. Taylor

Title: Vice President

Wachovia Capital Finance Corporation (Canada), as a
Canadian Revolving Lender

By: /s/ Wayne Ehgoetz

Name: Wayne Ehgoetz

Title:

COOPERATIEVE CENTRAL RAIFFEISEN-
BOERENLEENBANK B.A. "RABOBANK
NEDERLAND", NEW YORK BRANCH, as a U.S.
Revolving Lender

By: /s/ Theodore W. Cox

Name: Theodore W. Cox

Title: Executive Director

By: /s/ Rebecca Morrow

Name: Rebecca Morrow

Title: Executive Director

COOPERATIEVE CENTRAL RAIFFEISEN-
BOERENLEENBANK B.A. "RABOBANK
NEDERLAND", NEW YORK BRANCH, as a U.K.
Revolving Lender

By: /s/ Theodore W. Cox

Name: Theodore W. Cox
Title: Executive Director

By: /s/ Rebecca Morrow

Name: Rebecca Morrow
Title: Executive Director

COOPERATIEVE CENTRAL RAIFFEISEN-
BOERENLEENBANK B.A. "RABOBANK
NEDERLAND", NEW YORK BRANCH, as a
German Revolving Lender

By: /s/ Theodore W. Cox

Name: Theodore W. Cox
Title: Executive Director

By: /s/ Rebecca Morrow

Name: Rebecca Morrow
Title: Executive Director

COOPERATIEVE CENTRAL RAIFFEISEN-
BOERENLEENBANK B.A. "RABOBANK
NEDERLAND", NEW YORK BRANCH, as a Irish
Revolving Lender

By: /s/ Theodore W. Cox

Name: Theodore W. Cox
Title: Executive Director

By: /s/ Rebecca Morrow

Name: Rebecca Morrow
Title: Executive Director

Rabobank Canada, Canadian Branch as a Canadian
Revolving Lender

By: /s/ Govert Verstralen
Name: Govert Verstralen
Title: Principal Officer

By: /s/ Omer Malik
Name: Omer Malik
Title: Assistant Vice President

S-27

As of and upon the effectiveness of the Merger, the undersigned hereby acknowledges and agrees that it will succeed to all of the rights and obligations of the U.S. Borrower set forth herein and that all references herein to the U.S. Borrower shall thereupon deemed to be references to the undersigned.

ARAMARK CORPORATION

By: /s/ Christopher Holland

Name: Christopher Holland

Title:

S-28

U.S. PLEDGE AND SECURITY AGREEMENT

THIS U.S. PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, this "Agreement") is entered into as of January 26, 2007 by and among Aramark Intermediate Holdco Corporation, a Delaware corporation ("Holdings"), RMK Acquisition Corporation, a Delaware corporation ("Merger Sub" and, prior to the Merger, the "U.S. Borrower"), ARAMARK CORPORATION, a Delaware corporation ("ARAMARK", and after the Merger, the "U.S. Borrower"), the Subsidiary Parties (as defined below) from time to time party hereto and Citibank, N.A., in its capacity as collateral agent for the Secured Parties (as defined below) (in such capacity, the "Agent").

PRELIMINARY STATEMENT

Reference is hereby made to the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Merger Sub, Holdings, ARAMARK, ARAMARK CANADA LTD., a company organized under the laws of the Province of Ontario, Canada, ARAMARK INVESTMENTS LIMITED, a limited company organized under the laws of England and Wales, ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, ARAMARK HOLDINGS GMBH & CO. KG, a company organized under the laws of Germany, ARAMARK GMBH, a company organized under the laws of Germany, each subsidiary of ARAMARK that, from time to time, becomes a party thereto, the Lenders, JPMORGAN CHASE BANK, N.A., as LC Facility Issuing Bank, the Agent and the other parties thereto.

Pursuant to the Credit Agreement, the Grantors are entering into this Agreement in order to induce the Lenders to enter into and extend credit to the Borrowers (as defined in the Credit Agreement) under the Credit Agreement and to secure the Obligations. The Grantors are also entering into this Agreement to secure all Secured Cash Management Obligations and Secured Hedging Obligations.

ACCORDINGLY, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

Section 1.2. Terms Defined in UCC. Terms defined in the UCC that are not otherwise defined in this Agreement are used herein as defined in the UCC.

Section 1.3. Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined in the preamble and Preliminary Statement above, the following terms shall have the following meanings:

"Account" shall have the meaning set forth in Article 9 of the UCC.

“Article” means a numbered article of this Agreement, unless another document is specifically referenced.

“Bankruptcy Proceeding” means, with respect to any Person, a general assignment by such Person for the benefit of its creditors, or the institution by or against such Person of any proceeding seeking relief as debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of such Person or its debts, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property.

“Certificated Security” shall have the meaning set forth in Article 8 of the UCC.

“Chattel Paper” shall have the meaning set forth in Article 9 of the UCC.

“Chilean JV” means Central De Restaurantes ARAMARK Ltda.

“Collateral” shall have the meaning set forth in Article II.

“Commercial Tort Claim” shall have the meaning set forth in Article 9 of the UCC.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“Control” shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“Copyrights” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all United States copyrights, rights and interests in copyrights and works protectable by copyright, United States copyright registrations, and United States copyright applications; (b) all renewals in the United States of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

“Credit Agreement” has the meaning set forth in the Preliminary Statement.

“Deposit Account” shall have the meaning set forth in Article 9 of the UCC.

“Document” shall have the meaning set forth in Article 9 of the UCC.

“Equipment” shall have the meaning set forth in Article 9 of the UCC.

“Excluded Assets” means

(a) in the case of the Domestic Obligations only, more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary;

(b) in the case of the Domestic Obligations only, the Equity Interests of any Domestic Subsidiary that is taxed as a partnership for federal income tax purposes that holds Equity Interests of a Foreign Subsidiary whose Equity Interests are pledged pursuant to this Agreement;

(c) any leases, licenses, contracts, rights or other agreements contained within the Collateral to which any Grantor is a party or any of its rights or interests are subject thereto to the extent and solely to the extent that the proximate result of the grant of such security interest shall be to (1) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein, (2) create a situation under which such Grantor shall be deemed to have breached or terminated pursuant to the terms of, or defaulted under, or a termination right shall arise under any such Collateral; and in each case under clauses (1) and (2) above such abandonment, invalidation, unenforceability, breach, termination or default would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles or equity or (3) violate any material provision of law applicable to such Grantor or lease, license, contract, right or other agreement; provided, however, that the Excluded Assets shall not include, and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination, default, termination right or violation shall be remedied and to the extent severable, shall attach immediately to, any portion of such lease, license, contract, right or agreement that does not result in any of the consequences specified in (1), (2) or (3) above;

(d) assets subject to any Lien permitted under paragraph (h), (i) or (q) (solely as such paragraph (q) relates to Indebtedness permitted to be incurred pursuant to Section 6.01(b)(vi), (b)(xxi) and (b)(xxii) of the Credit Agreement) of the definition of “Permitted Liens” in the Credit Agreement securing Indebtedness incurred to finance the acquisition of such assets or assumed in connection with the acquisition of such assets and not created in contemplation of such acquisition, in each case to the extent and for so long as the terms of such Indebtedness prohibit creation of a security interest in such assets hereunder; provided that immediately upon repayment of all Indebtedness secured by such Lien, such Grantor shall be deemed to have granted a security interest hereunder in all the rights, title and interests with respect to such assets;

(e) Equity Interest in Unrestricted Subsidiaries;

(f) Equity Interests in (i) AIM, SMG, the Chilean JV, each Subsidiary owning Equity Interests in SMG or the Chilean JV, ARAKOR Co. Ltd., Bright China Service Industries Limited, Beijing Golden Collas Company Limited, Beijing Golden Hours Company Limited, Holdings and ARAMARK Holdings Corporation , (ii) any Person that is

not a Restricted Subsidiary (or any Restricted Subsidiary that is not a Wholly-Owned Restricted Subsidiary solely to the extent of any restriction that existed on the Closing Date or on the date such non-Wholly-Owned Restricted Subsidiary became a Restricted Subsidiary), in each case, to the extent a grant of a security interest in such Equity Interests would be in contravention of any Contractual Obligation (including pursuant to any Organization Documents of such Person) of such Grantor or such Person not created in contemplation of this provision (it being understood that, for purposes hereof, the terms of any Contractual Obligation shall be deemed contravened if the grant of such security interest would (1) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest, (2) create a situation under which such Grantor or Person shall be deemed to have breached the terms or defaulted, (3) constitute or result in termination or give rise to a termination right or (4) require the consent of any Person (other than the U.S. Borrower or any of its Subsidiaries, or the Agent or the Lenders in their respective capacities as such) which has not been obtained, in each case of the foregoing clauses (1) through (4), under the security, agreement, instrument or other undertaking giving rise to such Contractual Obligation), (iii) any Receivables Subsidiary or (iv) any Business Securitization Subsidiary;

(g) Equipment to the extent and for so long as the grant of a security interest by any Grantor in such Equipment hereunder would be in contravention of any Contractual Obligations under any operating, construction, service, supply or other agreement to which such Grantor is a party or by which such Equipment is bound; provided that (i) such Contractual Obligation is not created in contemplation of this provision, (ii) such Contractual Obligation prohibits the encumbrance of solely the Equipment that is utilized in, or is the subject of, the primary performance of such agreement and such Equipment is located at client facilities, (iii) the applicable Grantor shall have used its commercially reasonable efforts to exclude such prohibition on the encumbrance of such Equipment from such agreement and (iv) such contravention would not be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity (it being understood that, for purposes hereof, the terms of any Contractual Obligation shall be deemed contravened if the grant of such security interest would (1) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest, (2) create a situation under which such Grantor or Person shall be deemed to have breached the terms or defaulted, (3) constitute or result in termination or give rise to a termination right or (4) require the consent of any Person (other than the U.S. Borrower or any of its Subsidiaries, or the Agent or the Lenders in their respective capacities as such) which has not been obtained, in each case of the foregoing clauses (1) through (4), under the agreement, instrument or other undertaking giving rise to such Contractual Obligation);

(h) assets to the extent (and only to the extent) and for so long as the grant of a security interest by any Grantor in such assets hereunder would violate any material provision of law applicable to such Grantor or such assets; and

(i) any equity securities pledged pursuant to the English Security Agreement dated January 27, 2007 among Aramark Senior Notes Company as First Chargor and

SeamlessWeb Professional Solutions Inc. as Second Chargor and Citibank, N.A. as Collateral Agent over the shares in Aramark Investment Limited and SeamlessWeb UK Limited, to the extent such agreement creates an enforceable pledge on such equity securities under the laws of England.

“Exhibit” refers to a specific exhibit to this Agreement, unless another document is specifically referenced.

“Fixture” shall have the meaning set forth in Article 9 of the UCC.

“General Intangible” shall have the meaning set forth in Article 9 of the UCC.

“Goods” shall have the meaning set forth in Article 9 of the UCC.

“Grantors” means Holdings, the U.S. Borrower and the Subsidiary Parties.

“Instrument” shall have the meaning set forth in Article 9 of the UCC.

“Inventory” shall have the meaning set forth in Article 9 of the UCC.

“Investment Property” shall have the meaning set forth in Article 9 of the UCC.

“Letter-of-Credit Right” shall have the meaning set forth in Article 9 of the UCC.

“Licenses” means, with respect to any Grantor, all of such Grantor’s right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its owned (1) Patents, (2) Copyrights, or (3) Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Patents” means, with respect to any Person, all of such Person’s right, title, and interest in and to: (a) any and all United States patents and United States patent applications; (b) all inventions and improvements described and claimed therein; (c) all United States reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect

thereto, including, without limitation, damages and payments for past and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof.

“Perfection Certificate” means a certificate substantially in the form of Exhibit B completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Responsible Officer of the U.S. Borrower.

“Pledged Collateral” means all Instruments, Securities and other Investment Property owned by any Grantor, other than any Instruments, Securities or Investment Property that is an Excluded Asset (for so long and to the extent such exclusion is applicable), whether or not physically delivered to the Agent pursuant to this Agreement that constitute Collateral.

“Principal Properties” shall mean (i) any “Principal Properties” as defined in the 2012 Notes Indenture as in effect on the Closing Date, (ii) any Equity Interests or indebtedness issued by any 2012 Notes Restricted Subsidiary.

“Proceeds” shall have the meaning set forth in Article 9 of the UCC.

“Receivables” means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money that are General Intangibles or that are otherwise included as Collateral.

“Required Secured Parties” means the “Required Lenders” as defined in the Credit Agreement (with any loans under the Credit Agreement and unused commitments or deposits thereunder held by the U.S. Borrower or any of its Affiliates being excluded for such purpose).

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Secured Parties” means (a) the Lenders, the Issuing Bank and the LC Facility Issuing Bank, (b) the Agent, (c) each counterparty to any Hedge Agreement or a Cash Management Agreement with the U.S. Borrower or any of its Subsidiaries the obligations under which constitute Secured Hedge Obligations or Secured Cash Management Obligations and (d) the successors and assigns of each of the foregoing.

“Security” shall have the meaning set forth in Article 8 of the UCC.

“Stock Rights” means all dividends, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest constituting Collateral and any right to receive earnings, in which such Grantor now has or hereafter acquires any right, issued by an issuer of such Equity Interest.

“Subsidiary Parties” means (a) each Subsidiary of the U.S. Borrower listed on the signature page hereto, and (b) each other Domestic Subsidiary that becomes a party to this

“Supporting Obligation” shall have the meaning set forth in Article 9 of the UCC.

“Trademarks” means, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the United States registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals in the United States of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

“2012 Notes Restricted Subsidiary” means each Subsidiary of the U.S. Borrower that from time to time is a “Restricted Subsidiary” under and as defined in the 2012 Notes Indenture as in effect on the date hereof.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Agent’s and the Secured Parties’ security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (all of which are collectively referred to as the “Collateral”), including:

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Copyrights, Patents and Trademarks; provided that no security interest shall be granted in any intent-to-use trademark application to the extent that and solely during the period in which the grant of such security interest would impair the validity or

enforceability, or result in the cancellation, of such intent-to-use trademark application under federal law;

(iv) all Documents;

(v) all Equipment;

(vi) all Fixtures;

(vii) all General Intangibles;

(viii) all Goods;

(ix) all Instruments;

(x) all Inventory;

(xi) all Investment Property;

(xii) all cash or cash equivalents;

(xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;

(xiv) all Deposit Accounts with any bank or other financial institution;

(xv) all Commercial Tort Claims as specified from time to time in Schedule 8 of the Perfection Certificate, the schedules to any instrument in the form of Exhibit C executed by any New Subsidiary or in a writing delivered to the Agent pursuant to Section 4.7; and

(xvi) all accessions to, substitutions for and replacements, Proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

Notwithstanding the foregoing or anything herein to the contrary, (i) in no event shall the "Collateral" include or the security interest attach to any Excluded Asset and (ii) the principal amount of Secured Obligations secured by a security interest in any Principal Properties shall be limited to the maximum amount of Secured Obligations that can be secured under the 2012 Notes Indenture without giving rise to an obligation under the terms of the 2012 Notes Indenture to equally and ratably secure the 2012 Notes on such Principal Properties.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

The Grantors, jointly and severally, represent and warrant to the Agent, for the benefit of the Secured Parties, that as of the Closing Date:

Section 3.1. Title, Perfection and Priority. Each Grantor has good and valid rights in, or the power to transfer the Collateral and title to, the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except Permitted Liens, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit A, the Agent will have a perfected first priority security interest in that Collateral in which a security interest may be perfected by filing under the Uniform Commercial Code in effect in the applicable jurisdiction, subject only to Permitted Liens.

Section 3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of each Grantor, its jurisdiction of organization, the organizational number issued to it by its jurisdiction of organization (except in the case of any Grantor formed under the laws of Delaware) and its federal tax payer identification number are set forth on Schedule 1 to the Perfection Certificate.

Section 3.3. Principal Location. The location of each Grantor's place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed on Schedule 1(a) to the Perfection Certificate.

Section 3.4. [Reserved].

Section 3.5. [Reserved].

Section 3.6. Exact Names. The name in which each Grantor has executed this Agreement is the exact legal name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. No Grantor has, during the past five years, been known by or used any other name (including the legal name of any other business or organization to which such Grantor became the successor by merger, consolidation, acquisition, change in form or otherwise) (other than, in the case of the U.S. Borrower, the Merger) except as disclosed in Schedule 1(b) to the Perfection Certificate.

Section 3.7. Instruments and Chattel Paper. Schedule 6 to the Perfection Certificate lists all Instruments and Chattel Paper (other than any leases for goods entered into by the relevant Grantor in the ordinary course of business constituting Chattel Paper) of each Grantor. All Instruments and Chattel Paper listed on Schedule 6 to the Perfection Certificate in an individual amount in excess of \$2,500,000 have been delivered to the Collateral Agent. The Agent will have a perfected first priority security interest in the Collateral listed on Schedule 6 to the Perfection Certificate, subject only to Permitted Liens.

Section 3.8. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to each Grantor's material Accounts and Chattel Paper that are Collateral are and will be correctly stated in all material respects, at the time

furnished, in all records of such Grantor relating thereto and in all invoices furnished to the Agent by such Grantor from time to time.

Section 3.9. Intellectual Property. No Grantor has any interest in, or title to, any Patent or Trademark registration issued by or application filed with the United States Patent & Trademark Office or Copyright registration issued by or application filed with the United States Copyright Office except as set forth on Schedule 7 to the Perfection Certificate. This Agreement is effective to create a valid and continuing Lien under the UCC and the laws of the United States and, upon filing of appropriate financing statements in the offices listed on Exhibit A and this Agreement (or a short form hereof) with the United States Copyright Office and the United States Patent and Trademark Office, perfected first priority security interests, subject to Permitted Liens, under the UCC and the laws of the United States in favor of the Agent for the benefit of the Secured Parties on the Patents, Trademarks and Copyrights of the Grantors, (i) such perfected security interests will be enforceable as such as against any and all creditors of and purchasers from the Grantors and (ii) all action necessary or desirable under the UCC and the laws of the United States to protect and perfect the Agent' s Lien on the Patents, Trademarks or Copyrights of the Grantors shall have been duly taken.

Section 3.10. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral that has not lapsed or been terminated naming a Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Agent on behalf of the Secured Parties as the secured party and (b) Permitted Liens.

Section 3.11. Pledged Collateral.

(a) Schedule 5 to the Perfection Certificate sets forth a complete and accurate list of all of the Equity Interests in each Restricted Subsidiary and all of the Equity Interests in each other Person (where the fair market value of the Equity Interests in such Person exceeds \$2,500,000) constituting Pledged Collateral (other than publicly traded stock) and the percentage of the total issued and outstanding Equity Interests of the issuer represented thereby. Each Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Schedule 5 to the Perfection Certificate as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Secured Parties hereunder and Permitted Liens. Each Grantor further represents and warrants that (i) all Pledged Collateral constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized and validly issued by the issuer thereof and are fully paid and non-assessable, and (ii) with respect to any certificates delivered to the Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Agent so that the Agent may take steps to perfect its security interest therein as a General Intangible.

(b) (i) None of the Pledged Collateral has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law

provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Agent of rights and remedies hereunder, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by the Grantors of the Pledged Collateral pursuant to this Agreement or for the execution, delivery and performance of this Agreement by the Grantors, or for the exercise by the Agent of the voting or other rights provided for in this Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally and except for the filing of the Foreign Pledge Agreements with the applicable governmental authorities.

Section 3.12. Commercial Tort Claims. As of the date hereof, no Grantor holds any Commercial Tort Claims having a value in excess of \$2,500,000 for which such Grantor has filed a complaint in a court of competent jurisdiction, except as indicated on Schedule 8 of the Perfection Certificate.

Section 3.13. Perfection Certificate. The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects as of the date hereof.

ARTICLE IV COVENANTS

From the date hereof, and thereafter until this Agreement is terminated, each Grantor agrees that:

Section 4.1. General.

(a) Collateral Records. Each Grantor will maintain complete and accurate books and records as is consistent with its practices as of the date hereof in all material respects with respect to the Collateral, and furnish to the Agent such reports relating to the Collateral as the Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Each Grantor hereby authorizes the Agent to file, and if requested will deliver to the Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first priority (subject to Permitted Liens) perfected security interest in and, if applicable, Control of, the Collateral. Any financing statement filed by the Agent may be filed in any filing office in any applicable Uniform Commercial Code jurisdiction and may (i) indicate the Collateral (1) as all assets of the applicable Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Grantor is an organization, the type of organization and any organization

identification number issued to the Grantor and (B) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. Each Grantor also agrees to furnish any such information to the Agent promptly upon request. Each Grantor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Each Grantor will, if reasonably requested by the Agent, but not more frequently than once per quarter unless an Event of Default has occurred and is continuing, furnish to the Agent statements and schedules further identifying and describing the Collateral and such other reports and information in connection with the Collateral as the Agent may reasonably request, all in such detail as the Agent may reasonably specify. Each Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien other than Permitted Liens. Notwithstanding anything to the contrary contained herein (i) no Grantor shall be required to perfect the security interest granted herein by any means other than by (a) filing of financing statements pursuant to the UCC, (b) filings at the United States Patent and Trademark Office and the United States Copyright Office with respect to registrations and applications for Patents, Trademarks and Copyrights, (c) delivery to the Agent to be held in its possession of Collateral consisting of tangible Chattel Paper (other than any leases for goods entered into by the relevant Grantor in the ordinary course of business constituting Chattel Paper) and Instruments with a value in excess of \$2,500,000, (d) delivery of Certificated Securities representing Equity Interests included in then Pledged Collateral, (e) with respect to the Equity Interests of any Foreign Subsidiary pledged pursuant to any Foreign Pledge Agreement (in lieu of the specific actions required with respect to Pledged Collateral generally by this Agreement except to the extent provided therein), filings and deliveries required by the applicable Foreign Pledge Agreement and (f) the actions specified in Section 4.2(c), Section 4.4 and Section 4.7.

(d) [Reserved]

(e) [Reserved]

(f) Other Financing Statements. No Grantor will authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except to cover security interests that are Permitted Liens. Each Grantor acknowledges that it is not authorized to file any financing statement naming the Agent as secured party and any Grantor as debtor or amendment or termination statement with respect to any such financing statement without the prior written consent of the Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Change of Name, Etc. Each Grantor agrees to furnish to the Agent prompt written notice of any change in: (i) such Grantor's name; (ii) the location of such Grantor's chief executive office or its principal place of business; (iii) such Grantor's organizational legal entity designation or jurisdiction of incorporation or formation; (iv) such Grantor's Federal Taxpayer Identification Number or organizational identification number assigned to it by its jurisdiction of incorporation or formation; or (v) the acquisition by such Grantor of

any material property for which additional filings or recordings are necessary to perfect and maintain the Agent's security interest therein (to the extent perfection of the security interest in such property is required by the terms hereof). Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or other applicable law that are required in order for the Agent to continue at all times following such change to have a valid, legal and perfected, first priority security interest (subject to Permitted Liens that have priority by operation of applicable law) in the Collateral for its benefit and the benefit of the other Secured Parties.

Section 4.2. Receivables.

(a) Certain Agreements on Receivables. Except as permitted by the Credit Agreement, no Grantor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, any Grantor may reduce the amount of Accounts, whether from the sale of Inventory or otherwise, in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Agreement, each Grantor will collect and enforce, in accordance with its present policies and in the ordinary course of business, all amounts due or hereafter due to such Grantor under the Receivables.

(c) Electronic Chattel Paper. If any Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record", as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Agent thereof and, at the request of the Agent, shall take such action as the Agent may reasonably request to vest in the Agent Control under UCC Section 9-105 of such Electronic Chattel Paper or control (to the extent the meaning of "control" has not been clearly established under such provisions, "control" in this paragraph (c) to have such meaning as the Agent shall in good faith specify in writing after consultation with the U.S. Borrower) under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Agent agrees with such Grantor that the Agent will arrange, pursuant to procedures reasonably satisfactory to the Agent and so long as such procedures will not result in the Agent's loss of Control or control, as applicable, for the Grantor to make alterations to the Electronic Chattel Paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in Control to allow without loss of Control or control, as applicable, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such Electronic Chattel Paper or transferable record.

Section 4.3. Delivery of Instruments, Certificated Securities and Chattel Paper. Subject to Section 4.1(c), each Grantor will (a) deliver to the Agent immediately upon execution of

this Agreement the originals of all Chattel Paper (other than any leases for goods entered into by the relevant Grantor in the ordinary course of business constituting Chattel Paper), Certificated Securities and Instruments constituting Collateral (if any then exist), (b) hold in trust for the Agent upon receipt and promptly thereafter deliver to the Agent any such Chattel Paper, Certificated Securities and Instruments constituting Collateral received after the date hereof and (c) upon the Agent's request, deliver to the Agent a duly executed amendment to this Agreement (each, an "Amendment"), pursuant to which such Grantor will confirm the pledge of any such after-acquired Collateral; provided that with respect to the Certificated Securities identified on Schedule 4.3, each Grantor shall deliver the original of such Certificated Securities to the Agent no later than 210 days after the Closing Date (unless waived or such time period is extended by the Agent in its sole discretion).

Section 4.4. Uncertificated Pledged Collateral. The Grantors will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral constituting Capital Stock with respect to which a Grantor owns more than 50% of the Capital Stock of the issuer of such Pledged Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Agreement. The Grantors will take any actions reasonably necessary to cause the issuers of uncertificated securities which are Pledged Collateral constituting Capital Stock with respect to which a Grantor owns more than 50% of the Capital Stock of the issuer of such Pledged Collateral to enter into agreements or other instruments to allow the Agent to have and retain Control over such Pledged Collateral.

Section 4.5. Pledged Collateral.

(a) Registration in Nominee Name; Denominations. The Agent, on behalf of the Secured Parties, shall hold certificated Pledged Collateral delivered to it pursuant to this Agreement in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Agent, but following the occurrence and during the continuance of an Event of Default shall have the right (in its sole and absolute discretion) to hold such Pledged Collateral in its own name as pledgee, or in the name of its nominee (as pledgee or as sub-agent). Each Grantor will promptly give to the Agent copies of any notices or other communications received by it with respect to Pledged Collateral registered in the name of such Grantor. Following the occurrence and during the continuance of an Event of Default, the Agent shall at all times have the right to exchange the certificates representing such Pledged Collateral for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

(b) [Reserved]

(c) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, each Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral for all purposes not inconsistent with this Agreement and the other Loan Documents; provided, however, that no vote or other right shall be exercised or action taken

which would reasonably be expected to have the effect of materially and adversely impairing the rights of the Agent in respect of the Pledged Collateral.

(ii) Each Grantor will permit the Agent or its nominee at any time after the occurrence and during the continuance of an Event of Default, without notice, to exercise all voting rights or other rights relating to Pledged Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof.

(iii) Prior to the occurrence of an Event of Default and a notice thereof from the Agent suspending the Grantors' rights to do any of the following, each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Loan Documents and applicable law. After the occurrence and during the continuance of an Event of Default after a notice thereof from Agent as contemplated by the first sentence of this paragraph, all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral shall be paid directly to the Agent. The immediately preceding sentence shall not apply to dividends between or among the Grantors only of property subject to a perfected security interest under this Agreement; provided that the U.S. Borrower notifies the Agent in writing, specifically referring to this Section 4.5 at the time of such dividend and takes any actions the Agent reasonably specifies to ensure the continuance of its perfected security interest in such property under this Agreement.

Section 4.6. Intellectual Property.

(a) Upon the occurrence and during the continuance of an Event of Default, each Grantor will use commercially reasonable efforts to obtain all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any material License held by such Grantor and to enforce the security interests granted hereunder.

(b) Each Grantor shall notify the Agent promptly if it knows or reasonably expects that any application or registration for any Patent, Trademark or Copyright (now or hereafter existing) material to the conduct of such Grantor's business may unintentionally become abandoned or dedicated, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In the event that any Grantor, either directly or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Trademark or Copyright material to the conduct of such Grantor's business with the United States Patent and Trademark Office or the United States Copyright Office, the U.S. Borrower shall notify the Agent thereof no later than the next required date for delivery of financial statements pursuant to Section 5.01(a) or (b) of the Credit Agreement and, upon request of the Agent,

such Grantor shall execute and deliver any and all security agreements or other instruments as the Agent may reasonably request to evidence the Agent' s security interest in such Patent, Trademark or Copyright registration or application, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor shall take all actions reasonably necessary to maintain and pursue each material application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights registrations and applications (now or hereafter existing) material to the conduct of such Grantor' s business, except in cases where such Grantor reasonably decides to abandon, allow to lapse or expire any Patent, Trademark or Copyright registration or application or not to take any such actions against third parties.

(e) In the event any Grantor becomes aware of any infringement, misappropriation or dilution of any of such Grantor' s Patents, Trademarks or Copyrights, such Grantor shall, unless it shall reasonably determine that a Patent, Trademark or Copyright is not material to the conduct of its business, promptly notify the Agent thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution of such Patent, Trademark or Copyright and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as are appropriate under the circumstances to protect such Patent, Trademark or Copyright.

Section 4.7. Commercial Tort Claims. Each Grantor shall promptly notify the Agent of any Commercial Tort Claim having a value in excess of \$2,500,000 acquired by it for which such Grantor has filed a complaint in a court of competent jurisdiction and, unless the Agent otherwise consents, such Grantor shall grant to the Agent a first priority security interest in such Commercial Tort Claim, subject to Permitted Liens.

Section 4.8. [Reserved]

Section 4.9. No Interference. Each Grantor agrees that it will not interfere with any right, power and remedy of the Agent provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Agent of any one or more of such rights, powers or remedies.

Section 4.10. Insurance. The Grantors shall use commercially reasonable efforts to cause all insurance policies required under Section 5.10 of the Credit Agreement to name the Agent (for the benefit of the Secured Parties) as an additional insured or as loss payee, as applicable, and to contain loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Agent.

ARTICLE V REMEDIES

Section 5.1. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Agreement, the Credit Agreement or any other Loan Document; provided that this Section 5.1(a) shall not be understood to limit any rights available to the Agent or the Lenders prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' Lien) when a debtor is in default under a security agreement;

(iii) [Reserved]

(iv) without notice (except as specifically provided in Section 11.2 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at such Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Agent may deem commercially reasonable; and

(v) concurrently with written notice to the Grantors, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Agent was the outright owner thereof.

(b) Each Grantor acknowledges and agrees that the compliance by the Agent, on behalf of the Secured Parties, with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Agent shall have the right upon any public sale or sales and, to the extent permitted by law, upon any private sale or sales, to purchase for the benefit of the Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption in favor of any Grantor, which equity redemption each Grantor hereby expressly releases.

(d) Until the Agent is able to effect a sale, lease, transfer or other disposition of Collateral, the Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or the value of the Collateral, or for any other purpose deemed appropriate by the Agent. The Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Agent's remedies (for the benefit of the Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, neither the Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, the Grantors, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) Each Grantor recognizes that the Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if any Grantor and the issuer would agree to do so (it being acknowledged and agreed that no Grantor shall have any obligation hereunder to do so).

Section 5.2. Grantor's Obligations Upon Default. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor will:

(a) upon reasonable advance notice, assemble and make available to the Agent the Collateral and all books and records relating thereto at any place or places reasonably specified by the Agent, whether at such Grantor's premises or elsewhere; and

(b) permit the Agent, by the Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay any Grantor for such use and occupancy.

Section 5.3. Grant of Intellectual Property License. For the purpose of enabling the Agent to exercise the rights and remedies under this Article V at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Agent, for the benefit of the Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or, to the extent permitted under the relevant license, sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that, at any time and from time to time following the occurrence and during the continuance of an Event of Default, the Agent may sell any Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased any Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may (subject to any restrictions contained in applicable third party licenses entered into by a Grantor) sell Inventory which bears any Trademark owned by or licensed to any Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Agent may finish any work in process and affix any relevant Trademark owned by or licensed to any Grantor and sell such Inventory as provided herein. The use of the license granted pursuant to clause (a) of the preceding sentence by the Agent may be exercised, at the option of the Agent, only upon the occurrence and during the continuance of an Event of Default; provided, however, that any license, sublicense or other transaction entered into by the Agent in accordance herewith shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default.

Section 5.4. Application of Proceeds. The Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of cash, in accordance with Section 2.16(a) of the Credit Agreement.

Except as otherwise provided herein, the Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof.

ARTICLE VI

[Reserved]

ARTICLE VII

[Reserved]

ARTICLE VIII

RELATIONSHIP AMONG SECURED PARTIES

Section 8.1. Restrictions on Actions. Each Secured Party agrees that, so long as any Secured Obligations are outstanding, the provisions of this Agreement and the Credit Agreement shall provide the exclusive method by which any Secured Party may individually exercise rights and remedies hereunder and under the other Collateral Documents in respect of the Collateral. Therefore, each Secured Party shall, for the mutual benefit of all Secured Parties, except as otherwise permitted under this Agreement or the Credit Agreement:

(a) refrain from taking or filing any action, judicial or otherwise, to enforce any rights or pursue any remedy hereunder and under any other Collateral Document, except for delivering notices hereunder; and

(b) refrain from exercising any rights or remedies hereunder or under any other Collateral Document that have or may have arisen or which may arise as a result of an Event of Default;

provided, however, that nothing contained in this Section shall prevent any Secured Party from (i) imposing a default rate of interest in accordance with the Credit Agreement, (ii) accelerating the maturity of any Secured Obligations, (iii) raising any defenses in any action in which it has been made a party defendant or has been joined as a third party, except that the Agent may direct and control any defense directly relating to the Collateral or any one or more of the Collateral Documents, which shall be governed by the provisions of this Agreement or (iv) exercising any right of setoff, recoupment or similar right; provided, further that all such rights and remedies may be exercised at any time by the Agent or Required Secured Parties.

Section 8.2. Cooperation; Accountings. Each of the Secured Parties will, upon the reasonable request of the Agent, from time to time execute and deliver or cause to be executed and delivered such further instruments, and do and cause to be done such further acts, as may be necessary or proper to carry out more effectively the provisions of this Agreement. The Secured Parties agree to provide to each other upon reasonable request a statement of all payments received in respect of any Secured Obligations.

Section 8.3. Secured Parties; Other Collateral. The Secured Parties agree that all of the provisions of this Agreement shall apply to any and all properties, assets and rights of the Grantors and their Affiliates in which the Agent at any time acquires a security interest or Lien pursuant hereto or to any other Collateral Document, including, without limitation, real property or rights in, on or over real property, notwithstanding any provision to the contrary in any mortgage, leasehold mortgage or other document purporting to grant or perfect any Lien in favor of the Secured Parties or any of them or the Agent for the benefit of the Secured Parties or any of them.

**ARTICLE IX
CONCERNING THE AGENT**

Section 9.1. Appointment of Agent. By accepting the benefits of this Agreement, each of the Secured Parties appoints Citibank, N.A. to act, and Citibank, N.A. agrees to act, as Agent for the Secured Parties pursuant to the terms of this Agreement and the other Collateral Documents and to execute and enter into this Agreement and the other Collateral Documents and all other instruments relating to this Agreement and the other Collateral Documents and (a) to take actions on its behalf that are expressly permitted under the provisions of this Agreement and the other Loan Documents and all other instruments or agreements relating hereto or thereto and (b) to exercise such powers and perform such duties as are, in each case, expressly delegated to the Agent by the terms hereof and thereof. By acceptance of the benefits of this Agreement, each Secured Party that is not a party to this Agreement shall be deemed to have consented to the appointment and authorization set forth in the immediately preceding sentence. **THE AGENT HAS CONSENTED TO SERVE AS AGENT HEREUNDER ON THE EXPRESS UNDERSTANDING, AND THE SECURED PARTIES, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE AGREED, THAT THE AGENT SHALL HAVE NO DUTY AND SHALL OWE NO OBLIGATION OR RESPONSIBILITY (FIDUCIARY OR OTHERWISE), REGARDLESS OF WHETHER AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, TO THE SECURED PARTIES, OTHER THAN THE DUTY TO PERFORM ITS EXPRESS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER COLLATERAL DOCUMENTS IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, SUBJECT IN ALL EVENTS TO THE PROVISIONS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS LIMITING THE RESPONSIBILITY OR LIABILITY OF THE AGENT HEREUNDER.**

Section 9.2. Limitations on Responsibility of Agent. The Agent shall not be required to ascertain or inquire as to (i) any statement, warranty or representation made herein or in connection herewith or in or in connection with any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Agent. Neither the Agent nor any officer, agent or representative thereof shall be personally liable for any action taken or omitted to be taken by any such Person in connection with this Agreement except for its own gross negligence or wilful misconduct or, in the case of the Agent, in the case of the loss of any moneys in the possession of the Agent, for the failure of the Agent to accord such moneys the same care as a prudent person in the same or similar circumstances would accord its own assets. The Agent may execute any of the powers granted to it under this Agreement and perform any duty hereunder either directly or by or through sub-agents or attorneys-in-fact, and shall not be responsible for the negligence (including gross negligence) or misconduct (including wilful misconduct) of any sub-agents or attorneys-in-fact selected by it with the care that a prudent person in similar circumstances would have employed in such selection. The Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Affiliates. The exculpatory

provisions set forth in this Article IX and in the other Loan Documents shall apply to any such sub-agent and to the Affiliates of the Agent and any such sub-agent.

Section 9.3. Reliance by Agent; Indemnity Against Liabilities, etc.

(a) Whenever in the performance of its duties under this Agreement the Agent shall deem it necessary or desirable that a matter be proved or established with respect to the Grantors or any other Person in connection with the taking, suffering or omitting of any action hereunder by the Agent, such matter may be conclusively deemed to be proved or established by a certificate executed by an officer of such Person, and the Agent shall have no liability with respect to any action taken, suffered or omitted in reliance thereon.

(b) The Agent shall be fully protected in relying upon any resolution, statement, certificate, instrument, opinion, report, notice (including any notice of an Event of Default or of the cure or waiver thereof), request, consent, order or other paper or document or oral conversation (including, telephone conversations) which it in good faith believes to be genuine and correct and to have been signed, presented or made by the proper party. The Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any notice, certificate or opinion furnished to the Agent in connection with this Agreement.

(c) The Agent shall not be deemed to have actual, constructive, direct or indirect notice or knowledge of the occurrence of any Event of Default unless and until the Agent shall have received written notice thereof from any Secured Party or any Grantor. The Agent shall have no obligation whatsoever either prior to or after receiving such a notice to inquire whether an Event of Default has, in fact, occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any notice so furnished to it.

Section 9.4. Exercise of Remedies. The remedies of the Agent hereunder and under the other Collateral Documents shall include, but not be limited to, the disposition of the Collateral by foreclosure or other sale and the exercising of all remedies of a secured lender under the UCC, bankruptcy laws or similar laws of any applicable jurisdiction.

Section 9.5. Cooperation. To the extent the exercise of the rights, powers and remedies of the Agent in accordance with this Agreement requires that any action be taken by any Secured Party, such Secured Party shall take such action and cooperate with the Agent to ensure that the rights, powers and remedies of all Secured Parties are exercised in full.

Section 9.6. Authorized Investments. Any and all funds held by the Agent in its capacity as Agent, whether pursuant to any provision hereof or of any other Collateral Document or otherwise, shall to the extent reasonably practicable be invested by the Agent within a reasonable time in cash equivalents. Any interest earned on such funds shall be disbursed in accordance with Section 5.4. The Agent may hold any such funds in a common interest bearing account. To the extent that the interest rate payable with respect to any such account varies over time, the Agent may use an average interest rate in making the interest allocations among the respective Secured Parties. The Agent shall have no duty to select investments which provide a maximum return. In the absence of gross negligence or wilful misconduct, the Agent shall not be responsible for any investment losses in respect of any funds invested in accordance with this Section.

Section 9.7. Bankruptcy Proceedings. The following provisions shall apply during any Bankruptcy Proceeding of any Grantor:

(a) The Agent shall represent all Secured Parties in connection with all matters directly relating to the Collateral, including, without limitation, any use, sale or lease of Collateral, use of cash collateral, request for relief from the automatic stay and request for adequate protection.

(b) Each Secured Party shall be free to act independently on any issue not affecting the Collateral. Each Secured Party shall give prior notice to the Agent of any such action that could materially affect the rights or interests of the Agent or the other Secured Parties to the extent that such notice is reasonably practicable. If such prior notice is not given, such Secured Party shall give prompt notice following any action taken hereunder.

(c) Any proceeds of the Collateral received by any Secured Party as a result of, or during, any Bankruptcy Proceeding will be delivered promptly to the Agent for distribution in accordance with Section 5.4.

ARTICLE X ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

Section 10.1. Account Verification. The Agent may at any time and from time to time following the occurrence and during the continuance of an Event of Default, in the Agent's own name, in the name of a nominee of the Agent, or in the name of any Grantor, upon reasonable advance notice to the applicable Grantor, communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of such Grantor, parties to contracts with such Grantor and obligors in respect of Instruments of such Grantor to verify with such Persons, to the Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables that are Collateral.

Section 10.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Agent and appoints the Agent as its attorney in fact (i) at any time and from time to time in the sole discretion of the Agent (1) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Agent's reasonable discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (2) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which would not add new collateral or add a debtor) in such offices as the Agent in its reasonable discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (3) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral in connection with the exercise of the Agent's rights under Section 4.4, and (4) to discharge

past due taxes, assessments, charges, fees or Liens on the Collateral (except for Permitted Liens); (ii) at any time following the occurrence and during the continuance of an Event of Default, (1) to endorse and collect any cash proceeds of the Collateral and to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided herein or in any other Loan Document, (2) to demand payment or enforce payment of the Receivables in the name of the Agent or any Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (3) to sign any Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (4) to exercise all of any Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (5) to settle, adjust, compromise, extend or renew the Receivables (including, without limitation, making, settling and adjusting claims in respect of Collateral under policies of insurance and making all determinations and decisions with respect thereto), (6) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (7) to prepare, file and sign any Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (8) to prepare, file and sign any Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (9) to change the address for delivery of mail addressed to any Grantor to such address as the Agent may designate and to receive, open and dispose of all mail addressed to such Grantor; and (iii) to do all other acts and things necessary to carry out the terms of this Agreement; and each Grantor agrees to reimburse the Agent on demand for any reasonable payment made or any reasonable documented expense incurred by the Agent in connection with any of the foregoing; provided that this authorization shall not relieve any Grantor of any of its obligations under this Agreement or any other Loan Document.

(b) All acts of said attorney or designee are hereby ratified and approved by the Grantors. The powers conferred on the Agent, for the benefit of the Agent and Secured Parties, under this Section 10.2 are solely to protect the Agent's interests in the Collateral and shall not impose any duty upon the Agent or any Secured Party to exercise any such powers.

Section 10.3. PROXY. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 10.2 ABOVE) WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT.

Section 10.4. NATURE OF APPOINTMENT; LIMITATION OF DUTY. THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE X IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 11.16. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT TO THE EXTENT SUCH DAMAGES ARE ATTRIBUTABLE TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE XI GENERAL PROVISIONS

Section 11.1. Notice. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy to the addressees or telecopy numbers set forth in the Credit Agreement.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto (and for this purpose a notice to the U.S. Borrower shall be deemed to be a notice to each Grantor). All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by telecopy or on the date five (5) Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.1 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.1. As agreed to among the parties from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such Person.

Section 11.2. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Section 11.1, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any Secured Party, any valuation,

stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

Section 11.3. Limitation on Agent' s and Secured Party' s Duty with Respect to the Collateral. The Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Agent and each Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Agent or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it would be commercially reasonable for the Agent (i) to fail to incur expenses deemed significant by the Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iii) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (iv) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (v) to contact other Persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vi) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (vii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (viii) to dispose of assets in wholesale rather than retail markets, (ix) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (x) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of Collateral, or (xi) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 11.3 is to provide non-exhaustive indications of what actions or omissions by the Agent would be commercially reasonable in the Agent' s exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11.3. Without limitation upon the foregoing, nothing contained in this Section 11.3 shall be construed to grant any rights to any Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 11.3.

Section 11.4. Compromises and Collection of Collateral. Each Grantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with

respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

Section 11.5. Secured Party Performance of Grantor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which any Grantor has agreed to perform or pay under this Agreement and the Grantor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 11.5. Each Grantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

Section 11.6. Specific Performance of Certain Covenants. The Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.3, 4.4, 4.5, 4.6, 4.7, 4.10, or 5.2, will cause irreparable injury to the Agent and the Secured Parties, that the Agent and the Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Secured Parties to seek and obtain specific performance of other obligations of any Grantor contained in this Agreement, that the covenants of such Grantor contained in the Sections referred to in this Section 11.6 shall be specifically enforceable against such Grantor.

Section 11.7. Unauthorized Dispositions. Notwithstanding any course of dealing between any Grantor and the Agent or other conduct of the Agent, no authorization to sell, lease or transfer or otherwise dispose of the Collateral other than as permitted by the Credit Agreement shall be binding upon the Agent or the Secured Parties unless such authorization is in writing signed by the Agent with any consent of the Lenders required by the Credit Agreement.

Section 11.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Agent to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Secured Parties until the Secured Obligations have been paid in full.

Section 11.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to

be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

Section 11.10. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of its Grantor' s assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 11.11. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each Grantor, the Agent and the Parties and their respective successors and permitted assigns (including all Persons who become bound as a debtor to this Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent, for the benefit of the Agent and the Secured Parties, hereunder.

Section 11.12. Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

Section 11.13. Taxes and Expenses. Each Grantor jointly and severally agrees to pay any taxes payable or ruled payable by Federal or State authority in respect of this Agreement, together with interest and penalties, if any. Each Grantor jointly and severally agrees to reimburse the Agent for any and reasonable documented out-of-pocket expenses paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the administration, collection, preservation or sale of the Collateral. Any and all costs and expenses incurred by any Grantor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Grantor.

Section 11.14. Additional Subsidiaries. Each Restricted Subsidiary of the U.S. Borrower that is required pursuant to Section 5.11 of the Credit Agreement to become a Grantor hereunder, shall, upon execution and delivery by the Agent and such Restricted Subsidiary of an instrument in the form of Exhibit C hereto, become a Subsidiary Party hereunder with the same force and effect as if originally named as a Subsidiary Party herein. The execution and delivery

of any such instrument shall not require the consent of any other Person. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Person as a party to this Agreement.

Section 11.15. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

Section 11.16. Termination and Release.

(a) This Agreement shall continue in effect until the Discharge of Obligations has occurred.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the security interests created hereunder in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted pursuant to the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary Guarantor.

(c) Upon any sale, lease, transfer or other disposition by any Grantor of any Collateral that is permitted under the Credit Agreement to any Person that is not another Grantor or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c) above, the Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 11.16 shall be without recourse to or representation or warranty by the Agent or any Secured Party. Without limiting the provisions of Section 11.13, the U.S. Borrower shall reimburse the Agent upon demand for all reasonable and documented costs and out of pocket expenses, including the reasonable fees, charges and expenses of counsel, incurred by it in connection with any action contemplated by this Section 11.16(d).

Section 11.17. Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding between each Grantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between any Grantor and the Agent relating to the Collateral.

Section 11.18. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

Section 11.19. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN THE BOROUGH OF MANHATTAN IN ANY ACTION OR PROCEEDING ARISING**

OUT OF OR RELATING TO THIS AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY SECURED PARTY TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

Section 11.20. **WAIVER OF JURY TRIAL.** EACH GRANTOR, THE AGENT AND EACH SECURED PARTY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

Section 11.21. **Indemnity.** Each Grantor hereby agrees to indemnify the Agent and the Secured Parties, and their respective successors, assigns, agents and employees (each an “Indemnitee”), from and against any and all losses, claims, damages, penalties, liabilities, and related expenses imposed on, incurred by or asserted against the Agent or the Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including any claim for Patent, Trademark or Copyright infringement) in accordance with this Agreement, except to the extent are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

Section 11.22. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart

Section 11.23. **Mortgages.** In the case of a conflict between this Agreement and the Mortgages with respect to Collateral that is real property (including Fixtures), the Mortgages shall govern. In all other conflicts between this Agreement and the Mortgages, this Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

RMK ACQUISITION CORPORATION

By: /s/ Christopher Holland

Name: Christopher Holland

Title: Senior Vice President and Treasurer

ARAMARK INTERMEDIATE HOLDCO
CORPORATION

By: /s/ Christopher Holland

Name: Christopher Holland

Title: Senior Vice President and Treasurer

S-1

EACH OF THE SUBSIDIARY GUARANTORS
LISTED ON SCHEDULE I HERETO

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Authorized Signatory

ARAMARK BUSINESS DINING SERVICES OF TEXAS, INC.
ARAMARK EDUCATIONAL SERVICES OF TEXAS, INC.
ARAMARK FOOD SERVICE CORPORATION OF TEXAS
ARAMARK HEALTHCARE SUPPORT SERVICES OF TEXAS, INC.
ARAMARK SPORTS AND ENTERTAINMENT SERVICES OF TEXAS, INC.

By:

/s/ Betty McCann

Name: Betty McCann

Title: President

ARAMARK EXECUTIVE MANAGEMENT SERVICES USA, INC.
ARAMARK SERVICES MANAGEMENT OF HI, INC.
ARAMARK SERVICES MANAGEMENT OF IL, INC.
ARAMARK SERVICES MANAGEMENT OF MI, INC.
ARAMARK SERVICES MANAGEMENT OF NJ, INC.
ARAMARK SERVICES MANAGEMENT OF OH, INC.
ARAMARK SERVICES MANAGEMENT OF SC, INC.
ARAMARK SERVICES MANAGEMENT OF WI, INC.

By:

/s/ John M. Lafferty

Name: John M. Lafferty

Title: Assistant Treasurer

ARAMARK RAV, INC.

By:

/s/ Karen Wallace

Name: Karen Wallace

Title: Treasurer

ARAMARK AVIATION SERVICES LIMITED
PARTNERSHIP

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole
member

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

ARAMARK MANAGEMENT SERVICES LIMITED
PARTNERSHIP

By: ARAMARK SMMS, LLC, its General Partner

By: ARAMARK SERVICES, INC., its sole
member

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and President

TAHOE ROCKET LP

By: ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC., its
General Partner

By:

/s/ Christopher S. Holland

Name: Christopher S. Holland

Title: Director and Treasurer

SCHEDULE I

Addison Concessions, Inc. (Delaware)
ARAMARK Asia Management, LLC (Delaware)
ARAMARK Campus, Inc. (Delaware)
ARAMARK Cleanroom Services, Inc. (Delaware)
ARAMARK Cleanroom Services (Puerto Rico), Inc. (Delaware)
ARAMARK Clinical Technology Services, Inc. (Delaware)
ARAMARK Confection Corporation (Delaware)
ARAMARK Correctional Services, Inc. (Delaware)
ARAMARK CTS, LLC (Delaware)
ARAMARK Educational Group, Inc. (Delaware)
ARAMARK Educational Services, Inc. (Delaware)
ARAMARK Engineering Associates, LLC (Delaware)
ARAMARK Entertainment, Inc. (Delaware)
ARAMARK Facilities Management, Inc. (Delaware)
ARAMARK FHC Business Services, LLC (Delaware)
ARAMARK FHC Campus Services, LLC (Delaware)
ARAMARK FHC Correctional Services, LLC (Delaware)
ARAMARK FHC Healthcare Support Services, LLC (Delaware)
ARAMARK FHC Refreshment Services, LLC (Delaware)
ARAMARK FHC School Support Services, LLC (Delaware)
ARAMARK FHC Services, LLC (Delaware)
ARAMARK FHC Sports and Entertainment Services, LLC (Delaware)
ARAMARK FHC, LLC (Delaware)
ARAMARK Food and Support Services Group, Inc. (Delaware)
ARAMARK Food Service Corporation (Delaware)
ARAMARK FSM, LLC (Delaware)
ARAMARK Healthcare Support Services of the Virgin Islands, Inc. (Delaware)
ARAMARK Healthcare Support Services, Inc. (Delaware)
ARAMARK India Holdings LLC (Delaware)
ARAMARK Industrial Services, Inc. (Delaware)
ARAMARK Japan, Inc. (Delaware)
ARAMARK Marketing Services Group, Inc. (Delaware)
ARAMARK Organizational Services, Inc. (Delaware)
ARAMARK RBI, Inc. (Delaware)

ARAMARK Refreshment Services, Inc. (Delaware)
ARAMARK Schools, Inc. (Delaware)
ARAMARK SCM, Inc. (Delaware)
ARAMARK Senior Living Services, LLC (Delaware)
ARAMARK Senior Notes Company (Delaware)
ARAMARK Services of Puerto Rico, Inc. (Delaware)
ARAMARK Services, Inc. (Delaware)
ARAMARK SM Management Services, Inc. (Delaware)
ARAMARK SMMS LLC (Delaware)
ARAMARK SMMS Real Estate LLC (Delaware)
ARAMARK Sports and Entertainment Group, Inc. (Delaware)
ARAMARK Sports and Entertainment Services, Inc. (Delaware)
ARAMARK Sports Facilities, LLC (Delaware)
ARAMARK Sports, Inc. (Delaware)
ARAMARK Summer Games 1996, Inc. (Delaware)
ARAMARK U.S. Offshore Services, Inc. (Delaware)
ARAMARK Uniform & Career Apparel Group, Inc. (Delaware)
ARAMARK Uniform & Career Apparel, Inc. (Delaware)
ARAMARK Uniform Manufacturing Company (Delaware)
ARAMARK Uniform Services (Matchpoint) LLC (Delaware)
ARAMARK Uniform Services (Midwest) LLC (Delaware)
ARAMARK Uniform Services (North Carolina) LLC (Delaware)
ARAMARK Uniform Services (Pittsburgh) LLC (Delaware)
ARAMARK Uniform Services (Rochester) LLC (Delaware)
ARAMARK Uniform Services (Santa Ana) LLC (Delaware)
ARAMARK Uniform Services (Syracuse) LLC (Delaware)
ARAMARK Uniform Services (West Adams) LLC (Delaware)
ARAMARK Venue Services, Inc. (Delaware)
ARAMARK/HMS Company
Delsac VIII, Inc.
Fine Host Holdings, LLC (Delaware)
Galls, an ARAMARK Company, LLC (Delaware)
Harrison Conference Associates, Inc. (Delaware)
Harrison Conference Center of Glen Cove, Inc. (New York)
Harry M. Stevens, Inc. (New York)

Seamlessweb Professional Solutions, Inc. (Delaware)
The Menu Marketing Group, Inc. (Delaware)
American Snack & Beverage, Inc. (Florida)
ARAMARK American Food Services, Inc. (Ohio)
ARAMARK Capital Asset Services, Inc. (Wisconsin)
ARAMARK Consumer Discount Company (Pennsylvania)
ARAMARK Distribution Services, Inc. (Illinois)
ARAMARK Educational Services of Vermont, Inc. (Vermont)
ARAMARK Facility Management Corporation of Iowa (Iowa)
ARAMARK Facility Services, Inc. (Maryland)
ARAMARK FHC Kansas, Inc. (Kansas)
ARAMARK Food Service Corporation of Kansas (Kansas)
ARAMARK Kitty Hawk, Inc. (Idaho)
ARAMARK Services of Kansas, Inc. (Kansas)
Harrison Conference Center of Lake Bluff, Inc. (Illinois)
Harrison Conference Services of Massachusetts, Inc. (Massachusetts)
Harrison Conference Services of North Carolina, Inc. (North Carolina)
Harrison Conference Services of Princeton, Inc. (New Jersey)
Harrison Conference Services of Wellesley, Inc. (Massachusetts)
Harry M. Stevens, Inc. of New Jersey (New Jersey)
Harry M. Stevens, Inc. of Penn. (Pennsylvania)
Kowalski-Dickow Associates, Inc. (Wisconsin)
L&N Uniform Supply Co., Inc. (California)
Lake Tahoe Cruises, Inc. (California)
Landy Textile Rental Services, Inc. (Pennsylvania)
MyAssistant, Inc. (Pennsylvania)
Overall Laundry Services, Inc. (WA)
Paradise Hornblower, LLC (California)
Restaura, Inc. (Michigan)
Shoreline Operating Company, Inc. (California)
Travel Systems, Ltd. (Nevada)

As of and upon the effectiveness of the Merger, the undersigned hereby acknowledges and agrees that it will succeed to all of the rights and obligations of the U.S. Borrower set forth herein and that all references herein to the U.S. Borrower shall thereupon deemed to be references to the undersigned.

ARAMARK CORPORATION

By: /s/ Christopher Holland

Name: Christopher Holland

Title:

CITIBANK, N.A., individually and as Agent,

By: /s/ Sandy Salgado

Name: Sandy Salgado

Title: Vice President

S-7

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

AMENDMENT, effective as of January 26, 2007, to the **EMPLOYMENT AGREEMENT**, dated as of the 2nd day of November, 2004 (the "*Employment Agreement*") by and between **ARAMARK CORPORATION**, a Delaware corporation, and **JOSEPH NEUBAUER**.

RECITALS

WHEREAS, Congress recently passed new laws regarding the taxation of deferred compensation (the "*Deferred Compensation Tax Rules*") under which certain severance payments and benefits provided for in the Employment Agreement could be considered to be deferred compensation, and as such, if the deferred compensation is not paid out at certain times following certain rules, Mr. Neubauer could be subject to tax and penalties that would be in addition to any ordinary income taxes that Mr. Neubauer would otherwise have to pay upon receipt of such compensation; and

WHEREAS, the parties hereto wish to amend the Employment Agreement to avoid the potential imposition of any additional tax under the new Deferred Compensation Tax Rules on some or all of the payments and benefits that Mr. Neubauer might receive in the future (whether under the Employment Agreement or otherwise), and therefore ARAMARK is proposing to amend the Employment Agreement to include a provision that (1) imposes certain limitations on the timing of payments or benefits provided under the Employment Agreement (and any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Mr. Neubauer participates) in an effort to ensure that the payment or provision of any such payments or benefits is made at a time that is permitted under the Deferred Compensation Tax Rules, and (2) if ARAMARK is unable to provide any payments or benefits to Mr. Neubauer in the manner currently contemplated under the Employment Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Mr. Neubauer participates) without subjecting Mr. Neubauer to an additional tax under the Deferred Compensation Tax Rules, ARAMARK will provide Mr. Neubauer with the intended payments or benefits in an alternative manner that conveys an equivalent economic benefit to Mr. Neubauer as soon as practicable as may be permitted under the Deferred Compensation Tax Rules;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Employment Agreement is amended as follows:

1. Amendment to Section 13. Section 13 of the Employment Agreement is amended to add the following to the end thereof:

"Notwithstanding the preceding or any other provision of this Agreement, if it is reasonably determined by ARAMARK that, as a result of the new deferred compensation tax rules under Section 409A of the Internal Revenue Code of 1986, as amended (and any related regulations or other pronouncements thereunder) (the "*Deferred Compensation Tax Rules*"):

(a) Any of the payments or benefits that Mr. Neubauer is entitled to under the terms of this Agreement (or any nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Mr. Neubauer participates) cannot be made at the time contemplated by the terms hereof or thereof, as the case may be, without causing Mr. Neubauer to be subject to tax under the Deferred Compensation Tax Rules, ARAMARK shall, in lieu of providing such payment or benefit when otherwise due under this Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Mr. Neubauer participates), instead provide such payment or benefit on the first day on which such provision would not result in Mr. Neubauer incurring any tax liability under the Deferred Compensation Tax Rules; and

(b) Any payments or benefits that ARAMARK would otherwise be required to provide under this Agreement (or any nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Mr. Neubauer participates) cannot be provided in the manner contemplated by the terms hereof or thereof, as the case may be, without causing Mr. Neubauer to be subject to tax under the Deferred Compensation Tax Rules (after giving effect to the delay contemplated by clause (a) hereof), ARAMARK shall provide such intended payments or benefits to Mr. Neubauer in an alternative manner that conveys an equivalent economic benefit to Mr. Neubauer and does not cause Mr. Neubauer to be subject to tax under the Deferred Compensation Tax Rules, as soon as practicable as may otherwise be permitted under the Deferred Compensation Tax Rules.”

2. Effect on Employment Agreement. The ARAMARK and Mr. Neubauer each acknowledges and agrees that upon execution of this Amendment, on and after the date of this Amendment, the Employment Agreement will otherwise continue in full force and effect as amended by this Amendment in accordance with its terms.

3. Miscellaneous. This Amendment is entered into and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Capitalized terms used but not defined in this Amendment are used with the meanings assigned in the Employment Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed as of the date first above written.

ARAMARK CORPORATION

By: /s/ Lynn McKee

Name: Lynn McKee

Title: Executive Vice President,
Human Resources

/s/ Joseph Neubauer

Joseph Neubauer

**ARAMARK HOLDINGS CORPORATION
2007 MANAGEMENT STOCK INCENTIVE PLAN**

ARTICLE I

PURPOSE OF THE PLAN

The purpose of the ARAMARK CORPORATION 2007 MANAGEMENT STOCK INCENTIVE PLAN (the “Plan”) is to further the growth and success of Aramark Holdings Corporation, a Delaware corporation (the “Company”), and its Affiliates (as hereinafter defined) by enabling directors and employees of, or consultants to, the Company or any of its Affiliates to acquire Shares (as hereinafter defined), thereby increasing their personal interest in such growth and success and to provide a means of rewarding outstanding performance by such persons to the Company and/or its Affiliates. Awards granted under the Plan shall include nonqualified stock options (referred to herein as “Options”), restricted shares of Common Stock (“Restricted Stock”), the opportunity to purchase shares of Common Stock (“Purchased Stock”) and such Other Stock-Based Awards as the Board may determine (collectively, the “Awards”).

ARTICLE II

DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

“Adoption Agreement” means an agreement between the Company and an individual eligible to become a Participant or a holder of Shares, pursuant to which such individual agrees to become a party to the Stockholders Agreement.

“Affiliate” means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person or any other entity designated by the Board in which the Company or an Affiliate has an interest. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies (whether through the ownership of securities or any partnership or other ownership interests, by contract or otherwise) of a Person. The term “Affiliate” shall not include at any time any portfolio companies of any of the Sponsor Stockholders or any of their Affiliates, other than the Company and its Subsidiaries.

“Award” has the meaning set forth in Article I hereof.

“Award Agreement” means any writing setting forth the terms of an Award that has been duly authorized and approved by the Board or the Committee.

“Board” means the Board of Directors of the Company.

“Cause” means, with respect to a Participant: (i) if such Participant is at the time of termination a party to any employment, consulting or other similar agreement (any such agreement, an “Individual Agreement”) that defines such term, the meaning given in such Individual Agreement; (ii) otherwise if such Participant is at the time of termination a party to an Award Agreement which was entered into under this Plan and defines such term, the meaning

given in the Award Agreement; and (iii) in all other cases, such Participant' s (A) commission of a felony or a crime of moral turpitude; (B) commission of a willful and material act of dishonesty involving the Company; (C) material breach of the Company' s Business Conduct Policy that causes harm to the Company or its business reputation; or (D) willful misconduct that causes material harm to the Company or its business reputation.

“Change of Control” shall have the meaning set forth in the Stockholders Agreement.

“Closing Date” shall have the meaning ascribed thereto in the Agreement and Plan of Merger made and entered into as of the 8th day of August, 2006, by and among RMK Acquisition Corporation, a Delaware corporation, RMK Finance LLC, a Delaware limited liability company, and the Company (the “Merger Agreement”).

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Compensation and Human Resources Committee of the Board or such other committee appointed by the Board to administer the Plan.

“Common Stock” means the common stock of the Company, par value \$.01 per share.

“Company” has the meaning set forth in Article I hereof.

“Corporate Transaction” has the meaning set forth in Section 7.1 hereof.

“Disability” means, unless the Award granted to the applicable Participant is subject to Section 409A of the Code, with respect to each Participant, the Participant is (1) unable to perform the material and substantial duties of the Participant' s Regular Occupation (as defined herein below) due to the Participant' s sickness or injury; and (2) the Participant is under the regular care of a qualified doctor; and (3) the Participant has incurred a 20% or more loss in the Participant' s monthly earnings due to that sickness or injury (or such other definition of disability that results in a termination of employment and commencement of receipt of benefits under the Company or its Affiliate' s long term disability plan, as in effect at the applicable time (the “LTD Plan”). In the event that the Award granted to the applicable Participant is subject to Section 409A of the Code, the term Disability, shall instead have the meaning of “Disability” as defined under Section 409A of the Code or any successor provision of the Code at the applicable time. For purposes of this definition, the term “Regular Occupation” means the occupation the Participant is routinely performing when the Participant' s Disability begins, which shall be determined by the LTD Plan Claims Administrator as provided in the LTD Plan.

“Effective Date” means the date the Plan is adopted by the Board and approved by the shareholders of the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means (1) on the Closing Date, the price the Sponsor Stockholders paid to acquire the Common Stock and (2) as of any subsequent, specified date, if the Common Stock is listed on a national securities exchange, the closing price of the Common Stock on any national securities exchange or any national market system (including, but not limited to, The

NASDAQ National Market) on that date, or if no prices are reported on that date, on the last preceding date on which such prices of the Common Stock are so reported. If the Common Stock is not then listed on any national securities exchange but is traded over the counter at the time determination of its Fair Market Value is required to be made, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Common Stock on the most recent date on which Common Stock was publicly traded. If the Common Stock is not publicly traded at the time a determination of its Fair Market Value is to be made, then “Fair Market Value” shall have the meaning set forth in the Stockholders Agreement. In connection with any of the foregoing, solely to the extent necessary to avoid causing an Option or an Other Stock-Based Award (if and where applicable) to be deemed deferred compensation within the meaning of Section 409A of the Code, the Board may deviate from such meaning and determine Fair Market Value in such manner as it deems appropriate, reasonable and in good faith is required to comply with Section 409A of the Code, after consultation with counsel to the Company, but in all cases will make such determination in a manner that is as close as possible to that set forth herein.

“IPO” shall have the meaning set forth in the Stockholders Agreement.

“Net Exercise” means a Participant’s ability to exercise an Option by directing the Company to deduct from the shares of Common Stock issuable upon exercise of his Options a number of Shares having an aggregate Fair Market Value equal to the sum of the aggregate Option Price therefor plus the amount of the Participant’s Tax Withholding, and the Company shall thereupon issue to the Participant the net remaining number of Shares after such deductions.

“Notice” has the meaning set forth in Section 5.6 hereof.

“Option” has the meaning set forth in Article I hereof.

“Option Price” has the meaning set forth in Section 5.4 hereof.

“Option Shares” has the meaning set forth in Section 5.6(b) hereof.

“Original Shares” shall have the meaning set forth in the Stockholders Agreement.

“Participant” has the meaning set forth in Article IV hereof.

“Person” shall include an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Plan” has the meaning set forth in Article I hereof.

“Public Offering” shall have the meaning set forth in the Stockholders Agreement.

“Reserved Shares” means, subject to adjustment in accordance with Section 7.1 below: (1) an aggregate number of Shares equal to 15.5% of the fully-diluted Common Stock of the

Company as of immediately after the Closing Date (the “Fully Diluted Equity”), up to 11% of which will be granted at or within ninety days following the Closing Date (the “Initial Grant Pool”) and the remainder of which will be granted in future years; provided that (i) any amount of Shares subject to the Initial Grant Pool that are not granted within such ninety-day period, and any related Returned Shares, may be granted under an Award at any time during the term of this Plan, and (ii) except as otherwise provided in clause (i) of this definition, no more than 1% of the Fully Diluted Equity shall be granted as Awards in each of the first three years following the Closing Date; plus (2) the aggregate number of Shares that constitute Original Shares (other than those held by Joseph Neubauer or any of the Sponsor Stockholders) (and any related Returned Shares).

“Retirement” means with respect to a Participant the retirement of such Participant upon or after achieving age 60 and five (5) years of employment with the Company, any of its Affiliates, and/or any of their respective predecessors.

“Returned Shares” shall have the meaning set forth in Section 3.6(b) hereof.

“Securities Act” means the Securities Act of 1933, as amended.

“Stockholders Agreement” means the Stockholders Agreement, dated on or about January 26, 2007, among the Company and the holders party thereto, as it is amended, supplemented, restated or otherwise modified from time to time.

“Shares” means shares of Common Stock.

“Spin-off” means any distribution without consideration of shares of a Subsidiary to shareholders of the Company.

“Sponsor Stockholders” shall have the meaning set forth in the Stockholders Agreement.

“Sponsor Investment” means direct or indirect investments in Shares made by the Sponsor Stockholders on or after the Closing Date, but excluding any purchases or repurchases of Shares on any securities exchange or any national market system after an IPO. Any direct or indirect investments in Shares made by the Sponsor Stockholders after the Closing Date shall be included in this definition except in the event and to the extent that the Sponsor Stockholders waive such inclusion herein for any purpose under this Plan.

“Subsidiary” means any corporation or other entity of which the Company owns securities or interests having a majority, directly or indirectly, of the ordinary voting power in electing the board of directors, managers, general partners or similar governing Persons thereof.

“Tax Withholding” means a Participant’ s minimum tax withholding with respect to any Award granted hereunder.

“Termination Date” means the tenth anniversary of the Effective Date.

“Termination of Relationship” means (i) if the Participant is an employee of the Company or any Affiliate, the termination of the Participant’ s employment with the Company

and its Affiliates for any reason; (ii) if the Participant is a consultant to the Company or any Affiliate, the termination of the Participant's consulting relationship with the Company and its Affiliates for any reason; and (iii) if the Participant is a director of the Company or any Affiliate, the termination of the Participant's service as a director of the Company or such Affiliate for any reason; including, in the case of clauses (i), (ii) or (iii), as a result of such Affiliate no longer being a Affiliate of the Company because of a sale, divestiture or other disposition of such Affiliate by the Company (whether such disposition is effected by the Company or another Affiliate thereof). To the extent that the following provision (or any action taken hereunder) would not result in the imposition of taxes under Section 409A of the Code, notwithstanding the foregoing, unless otherwise approved by the Chief Executive Officer of the Company, a Termination of Relationship shall not be deemed to have occurred if a Participant remains an employee or director of the Company or any Affiliate, but a Termination of Relationship shall be deemed to have occurred if a Participant remains a consultant of the Company or any Affiliate.

"Vested Options" means Options that have vested in accordance with the applicable Award Agreement.

ARTICLE III

ADMINISTRATION OF THE PLAN; SHARES SUBJECT TO THE PLAN

3.1 Committee.

The Plan shall be administered by the Committee.

3.2 Procedures.

The Committee shall adopt such rules and regulations as it shall deem appropriate concerning the holding of meetings and the administration of the Plan, which shall be consistent with the current practice of the Compensation and Human Resources Committee of ARAMARK CORPORATION as of the Effective Date.

3.3 Interpretation; Powers of Committee.

Except as may otherwise be expressly reserved to the Board as provided herein, and with respect to any Award, except as may otherwise be provided in the Award Agreement evidencing such Award or an Individual Agreement between the Participant and Company, the Committee shall have all powers with respect to the administration of the Plan, including the authority to:

(a) determine eligibility and the particular persons who will receive Awards;

(b) grant Awards to eligible persons, determine the price and number of securities to be offered or awarded to any of such persons, determine the other specific terms and conditions of Awards consistent with the express limits of the Plan, establish the installments (if any) in which such Awards will become exercisable or will vest and the respective consequences thereof (or determine that no delayed exercisability or vesting is required), and establish the events of termination or reversion of such Awards;

(c) approve the forms of Award Agreements, which need not be identical either as to type of Award or among Participants;

(d) construe and interpret the provisions of the Plan and any Award Agreement or other agreement defining the rights and obligations of the Company and Participants under the Plan, make factual determinations with respect to the administration of the Plan, further define the terms used in the Plan, and prescribe, amend and rescind rules and regulations relating to the administration of the Plan;

(e) cancel, modify, or waive the Company's rights with respect to, or modify, discontinue, suspend, or terminate any or all outstanding Awards held by Participants, subject to any required consent under Article X;

(f) accelerate or extend the exercisability or extend the term of any or all outstanding Awards, subject to any consent required under Article X; and

(g) make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan and the effectuation of its purposes, other than the amendment of any Plan provision, which power and authority shall be held by the Board and subject to the Stockholders Agreement.

All decisions of the Board or the Committee, as the case may be, shall be made in good faith and shall be conclusive and binding on all Participants in the Plan.

3.4 Terms of Certain Award Agreements

Notwithstanding anything else set forth in this Plan document to the contrary, the form of Award Agreement that shall be used to make all grants of Options on and within 90 days after the Closing Date shall be that attached hereto as Exhibit A (the "Initial Grants"), and the form of Award Agreement that shall be used to make all grants of Restricted Stock on the Closing Date shall be that attached hereto as Exhibit B; and in the case of Options, any grants subsequent to the Initial Grants shall be made using the form attached hereto as Exhibit A with only such changes as may be made by the Committee solely with respect to the Option Price (to the extent required to comply with Section 5.4 of this Plan), the EBIT Targets (as such term is defined in Exhibit A) for any applicable Fiscal Years subsequent to those identified in Exhibit A and the Sponsor shareholder return targets, and the date on which the vesting of the Options shall commence (namely, to reflect the later grant date of the Options). Fifty percent of Options granted after the Initial Grants will vest upon the attainment of performance goals, and fifty percent of Options granted after the Initial Grants will vest in equal annual installments on each of the first four anniversaries of the applicable date of grant, in each case in a manner substantially similar to the manner set forth in the Award Agreement attached as Exhibit A. In connection with all of the foregoing, the Committee shall in good faith consider making additional Award grants following the fourth anniversary of the Closing Date.

3.5 Compliance with Code Section 162(m).

In the event the Company becomes a "publicly-held corporation" as defined in Code §162(m)(2), the Company may establish a committee of outside directors meeting the

requirements of Code §162(m)(2) to (i) approve Awards that might reasonably be anticipated to result in the payment of employee remuneration that would otherwise exceed the limit on employee remuneration deductible for income tax purposes by the Company pursuant to Code §162(m); and (ii) administer the Plan. In such event, the powers reserved to the Committee in the Plan shall be exercised by such compensation committee. In addition, to the extent Code §162(m) is applicable, Awards under the Plan may be granted upon satisfaction of the conditions to such grants provided pursuant to Code §162(m) and any Treasury Regulations promulgated thereunder.

3.6 Number of Shares.

(a) Subject to the provisions of Article VII (relating to adjustments upon changes in capital structure and other corporate transactions), the aggregate number of Shares with respect to which Awards may be granted under the Plan shall not exceed the Reserved Shares.

(b) Shares that are subject to or underlie Options granted under the Plan that expire, are redeemed as part of a Net Exercise settlement or as part of the payment of any Option Price, or for any reason are canceled or terminated without having been exercised (or Shares subject to or underlying the unexercised portion of any Options, in the case of Options that were partially exercised at the time of their expiration, cancellation or termination), including in any such instance any Options or Shares subject to or underlying Options that are purchased by the Company from the Participants pursuant to the Stockholders Agreement or otherwise, shall again become available for subsequent Awards of Options or Purchased Stock under the Plan; and Shares that were Purchased Stock or other Shares issued in exchange for shares of common stock of the Company in connection with the Merger by a Participant, that are purchased by the Company from the Participants pursuant to the Stockholders Agreement or otherwise, shall again only become available for subsequent Awards of Purchased Stock under the Plan (any Shares so expired, redeemed, cancelled, terminated or purchased, "Returned Shares").

3.7 Reservation of Shares.

The number of Shares reserved for issuance with respect to Awards granted under the Plan shall at no time be less than the maximum number of Shares which may be issued or delivered at any time pursuant to outstanding Awards.

ARTICLE IV

ELIGIBILITY

4.1 General.

Awards may be granted under the Plan only to persons who are employees or directors of, or consultants to, the Company or any of its Affiliates on the date of the grant. Each such person to whom an Award is granted under the Plan is referred to herein as a "Participant."

ARTICLE V
STOCK OPTIONS

5.1 General.

Options may be granted under the Plan at any time and from time to time on or prior to the Termination Date. Each Option granted under the Plan shall be subject to the terms and conditions set forth in the Plan. Each Option shall be evidenced by an Award Agreement incorporating the terms and provisions of the Plan that shall be executed by the Company and the Participant. The Award Agreement shall specify the number of Shares for which such Option shall be exercisable, the Option Price (as defined in Section 5.4 below) for such Shares and the other terms and conditions of the Option.

5.2 Vesting.

Subject to Section 3.4, the Committee, in its sole discretion, shall determine whether and to what extent any Options are subject to vesting based upon the Participant's continued service to, or the Participant's performance of duties for, the Company and its Subsidiaries, and/or upon any other basis.

5.3 Date of Grant.

Except as may be otherwise provided in an Award Agreement or as may be required by applicable law, the date of grant of an Option under this Plan shall be the date as of which the Committee approves the grant.

5.4 Option Price.

Subject to Section 3.4, the "Option Price" shall be the exercise price per Share of any Option granted under this Plan, to be determined by the Committee and set forth in the Award Agreement. In no event, however, may the Committee determine an Option Price that is less than the Fair Market Value of the Share on the date of grant.

5.5 Payment of Option Price and Tax Withholding.

The aggregate Option Price (and any Tax Withholding due) shall, to the extent permitted by applicable law, be paid:

- (a) in cash (by wire transfer of immediately available funds to a bank account of the Company, by delivery of a certified check payable to the Company);
- (b) by surrender of shares of Common Stock (by delivery of such shares or by attestation) with a Fair Market Value equal to the Option Price; provided that such Shares have been held by the Participant for such period, if any, as may be required from time to time by the Committee in order to satisfy applicable generally accepted accounting principles);

(c) pursuant to a “Net Exercise” arrangement; provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of a Net Exercise solely with respect to Tax Withholding if the Committee determines in good faith that to allow for a Net Exercise with respect to Tax Withholding would result in a material negative impact on the Company’s and its Subsidiaries, near-term liquidity needs;

(d) if the Common Stock is a class of securities then listed or admitted to trading on any national securities exchange or traded on any national market system (including, but not limited to, The Nasdaq National Market), in compliance with any cashless exercise program authorized by the Board or the Committee for use in connection with the Plan at the time of such exercise (but, subject in any case, to the applicable limitations of Rule 16b-3 under the Exchange Act); or

(e) a combination of the methods set forth in this Section 5.5.

5.6 Notice of Exercise.

A Participant (or other person, as provided in Section 7.2) may exercise an Option (for the Shares represented thereby) granted under the Plan in whole or in part (but for the purchase of whole Shares only), as provided in the Award Agreement evidencing his Option, by delivering a notice (the “Notice”) to the Company in accordance with the Option exercise notice practices and procedures in effect at ARAMARK CORPORATION as of the Effective Date. In accordance therewith, the Notice may include the following:

(a) that the Participant elects to exercise the Option;

(b) the number of Shares with respect to which the Option is being exercised (the “Option Shares”);

(c) the method of payment for the Option Shares (which method must be available to the Participant under the terms of his Award Agreement);

(d) the date upon which the Participant desires to consummate the purchase of the Option Shares (which date must be prior to the termination of such Option); and

(e) any additional provisions with respect to Notice consistent with the Plan as the Committee may from time to time require.

The exercise date of an Option shall be the date on which the Company receives the Notice and any payment due from the Participant. Such Notice shall also contain, to the extent such Participant is not then a party to the Stockholders Agreement (and the Stockholders Agreement has not been terminated prior to such date), an Adoption Agreement, in form and substance satisfactory to the Board pursuant to which the Participant agrees to become a party to the Stockholders Agreement.

OTHER EQUITY AWARDS

6.1 Other Equity-Based Awards

Subject to the Stockholders Agreement (including, without limitation, Section 1.09(a)) and subject to the Reserved Shares limit referred to in Section 3.6(a) of this Plan, the Committee may grant or sell awards of Shares, including awards of Restricted Stock, Purchased Stock (including the right to purchase shares on a date that is up to 12 months after the date a Participant becomes employed by the Company or any of its Affiliates or is promoted to an eligible employment band, which right the Committee shall provide to such newly hired or promoted employees as the Chief Executive Officer of the Company may recommend) and awards that are valued in whole or in part by reference to, or are otherwise based on the Fair Market Value of, Shares (such other awards, the "Other Stock-Based Awards"). Such Other Stock-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, without limitation, the right to receive, or vest with respect to, one or more Shares (or the equivalent cash value of such Shares) upon the completion of a specified period of service, the occurrence of an event and/or the attainment of performance objectives. Other equity-based Awards may be granted alone or in addition to any other Awards under the Plan. Subject to the provisions of the Plan and the Stockholders' Agreement, the Committee shall determine to whom and when other equity-based Awards will be made, the number of Shares to be awarded under (or otherwise related to) such Awards; whether such Awards shall be settled in cash, Shares or a combination of cash and Shares; and all other terms and conditions of such awards (including, without limitation, the vesting provisions thereof and provisions ensuring that all Shares so awarded and issued shall be fully paid and non-assessable).

6.2 Issuance of Shares to Participants.

The Company shall issue Shares to a Participant upon the entry by the Company into the stockholder records of the Company in the name of the Participant (or other person exercising the applicable Option in accordance with the provisions of Section 7.2) of the number of Shares acquired by the Participant under the Plan, whether upon exercise of an Option (in which case such issuance shall occur as soon as practicable after receipt of the Notice and payment of the aggregate Option Price for such Shares) or otherwise; provided that the Company, in its sole discretion, may elect to not issue any fractional Shares upon the exercise of an Option (determining the fractional Shares after aggregating all Shares issuable to a single holder as a result of an exercise of an Option for more than one Share) and, in lieu of issuing such fractional Shares, shall pay the Participant the Fair Market Value thereof. Neither the Participant nor any person exercising an Option in accordance with the provisions of Section 8.2 shall have any privileges as a stockholder of the Company with respect to any Shares of stock issuable upon exercise of an Option granted under the Plan until the date of entry of the stockholdings of the Participant into the stockholder records of the Company representing such Shares pursuant to this Section 6.2.

ARTICLE VII

ADJUSTMENTS

7.1 Changes in Capital Structure.

Subject to Section 7.2, in the event of a stock dividend, stock split, reverse stock split, share combination, or recapitalization or similar event affecting the capital structure of the Company, an extraordinary cash dividend, separation, Spin-off or a reorganization, the Committee shall act in good faith and make appropriate and equitable substitutions or adjustments, as applicable, to: (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number and kind of Shares or other securities subject to outstanding Awards; (C) performance metrics and targets underlying outstanding Awards; and (D) the Option Price of outstanding Options.

In the event of a merger, consolidation, acquisition of property or shares, stock rights offering, liquidation, disaffiliation, or similar event affecting the Company or any of its Subsidiaries (each, a "Corporate Transaction"), the Committee shall act in good faith and make appropriate and equitable substitutions or adjustments, as applicable, to (A) the aggregate number and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number and kind of Shares or other securities subject to outstanding Awards; (C) performance metrics and targets underlying outstanding Awards; and (D) the Option Price of outstanding Options. In the case of a Corporate Transaction that does not constitute a Change of Control, the Committee shall act in good faith and make appropriate and equitable substitutions or adjustments, which, in addition to those identified in the immediately preceding sentence, may also include, without limitation, (1) the cancellation of outstanding Awards in exchange for, on a per Share basis, the same amount and kind of consideration, in the same proportion, as that received by each Sponsor Stockholder in respect of each Share held (directly or indirectly) by the Sponsor Stockholder (less, in the event an Award is an Option, the applicable Option Price); and (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards.

In the case of a Corporate Transaction that does constitute a Change in Control, unless any given Participant agrees otherwise with respect to his or her own Awards, all then outstanding Awards shall be cancelled in exchange for, on a per Share basis, the same amount and kind of consideration, in the same proportion, as that received by each Sponsor Stockholder in respect of each Share held (directly or indirectly) by the Sponsor Stockholder (less, in the event an Award is an Option, the applicable Option Price).

7.2 Extraordinary Cash Distributions.

In the event of an extraordinary cash distribution on Shares subject to an Option, the Option Price of such Option shall be reduced by the amount of such cash distribution (the "Adjustment Amount"), but only to the extent permitted without subjecting such Option to Section 409A of the Code. If the Adjustment Amount exceeds the reduction permitted without subjecting such Option to Section 409A of the Code (such excess, the "Excess"), then, if and

when the Option becomes a Vested Option, the holder thereof shall receive, in addition to the Shares subject to such Option, an amount in cash or in the form of additional Shares having a value equal to the Excess.

ARTICLE VIII

RESTRICTIONS ON AWARDS

8.1 Compliance With Securities Laws.

No Awards shall be granted under the Plan, and no Shares shall be issued and delivered pursuant to Awards granted under the Plan, unless and until the Company and/or the Participant shall have complied with all applicable Federal, state or foreign registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

The Committee in its discretion may, as a condition to the delivery of any Shares pursuant to any Award granted under the Plan, require under the Award Agreement that the applicable Participant (i) represent in writing that the Shares received pursuant to such Award are being acquired for investment and not with a view to distribution and (ii) make such other representations and warranties as are deemed reasonably appropriate by the Committee. Stock certificates representing Shares acquired under the Plan that have not been registered under the Securities Act shall, if required by the Committee, bear such legends as may be required by the Stockholders Agreement and the applicable Award Agreement.

8.2 Nonassignability of Awards.

No Award granted under this Plan shall be assignable or otherwise transferable by the Participant, except by designation of a beneficiary, by will or by the laws of descent and distribution. An Award may be exercised during the lifetime of the Participant only by the Participant, unless the Participant becomes subject to a Disability. If a Participant dies or becomes subject to a Disability, his Options shall thereafter be exercisable, during the period specified in the applicable Award Agreement (as the case may be), by the Participant subject to a Disability by his designated beneficiary or if no beneficiary has been designated in writing, by his executors or administrators to the full extent (but only to such extent) to which such Options were exercisable by the Participant at the time of (and after giving effect to any vesting that may occur in connection with) his death or Disability.

Before granting any Awards or issuing any Shares under the Plan to any person who is not already a party to the Stockholders Agreement, the Company shall obtain an executed Adoption Agreement from such person, unless a Public Offering shall have already occurred prior to such grant or issuance.

8.3 No Right to an Award or Grant.

Neither the adoption of the Plan nor any action of the Board or the Committee shall be deemed to give an employee, director or consultant any right to be granted an Option to purchase Common Stock, receive an Award under the Plan except as may be evidenced by an Award

Agreement duly executed on behalf of the Company, and then only to the extent of and on the terms and conditions expressly set forth in the Award Agreement. The Plan will be unfunded. The Company will not be required to establish any special or separate fund or to make any other segregation of funds or assets to assure the payment of any Award.

8.4 No Evidence of Employment or Service.

Nothing contained in the Plan or in any Award Agreement shall confer upon any Participant any right with respect to the continuation of his employment by or service with the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any such Subsidiary, in its sole discretion (subject to the terms of any separate agreement to the contrary), at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Award.

8.5 No Liability with Respect to Any Corporate Action.

Subject to Section 3.4 and Article XIII, nothing contained in the Plan or in any Award Agreement will be construed to prevent the Company or any Subsidiary or Affiliate of the Company from taking any corporate action which is deemed by the Company or by its Subsidiaries and Affiliates to be appropriate or in its best interest and no Participant or beneficiary of a Participant will have any claim against the Company or any affiliate as a result of any such corporate action.

ARTICLE IX

TERM OF THE PLAN

This Plan shall become effective on the Effective Date and shall terminate on the Termination Date. No Awards may be granted after the Termination Date. Any Award outstanding as of the Termination Date shall remain in effect and the terms of the Plan will apply until such Award terminates as provided in the Plan or the applicable Award Agreement.

ARTICLE X

AMENDMENT OF PLAN

Subject to any applicable provision of the Stockholders Agreement, the Plan may be modified or amended in any respect, and at any time or from time to time, by the Board or by the Committee with the prior approval of the Board. Notwithstanding the foregoing, the Plan may not be modified or amended as it pertains to any existing Award Agreement without the consent of an applicable Participant where such modification or amendment would materially impair the rights of such Participant. In addition, no such amendment shall be made without the approval of the Company's stockholders to the extent such approval is required by applicable law or regulation or the listing standards of the securities exchange, which is, at the applicable time, the principal market for the Common Stock.

ARTICLE XI

CAPTIONS

The use of captions in the Plan is for convenience. The captions are not intended to provide substantive rights.

ARTICLE XII

WITHHOLDING TAXES

Upon any exercise or payment of any Award, the Participant shall be required to pay or provide for payment of the amount of any Tax Withholding which the Company or any Subsidiary may be required to withhold with respect to any exercise of an Option or other payment of an Award; provided, that to the extent permitted by applicable law, the Participant may satisfy such payment obligations to the Company through (i) the deduction from any amount payable to the Participant in cash or securities in respect of the Award the amount of any taxes which the Company may be required to withhold with respect to such exercise or payment; or (ii) in accordance with the provisions of Section 5.5(c) hereof, the reduction of the number of Shares to be delivered to the Participant in connection with such exercise or payment by the appropriate number of Shares, valued at their then Fair Market Value, to satisfy the minimum Tax Withholding obligation, provided, however, that in such event, the Committee may exercise its discretion to limit or prohibit the use of Shares for such Tax Withholding if the Committee determines in good faith that to allow for the use of such Shares with respect to Tax Withholding would result in a material negative impact on the Company's and its Subsidiaries, near-term liquidity needs. In no event will the value of Shares withheld under clause (ii) above exceed the minimum amount of required Tax Withholding under applicable law.

ARTICLE XIII

CODE SECTION 409A COMPLIANCE

If any term, distribution or settlement of an Award, or any other action by the Company (including by the Committee) pursuant to the terms of this Plan or an Award Agreement, subjects a Participant to tax under Section 409A of the Code, the Company shall indemnify and hold harmless the Participant for any taxes, interest and penalties the Participant may incur under Section 409A of the Code as a result thereof, such that on a net-after-tax basis, the Participant shall not be liable for any such taxes, interest or penalties, or for any taxes, interest or penalties imposed upon the Company's provision of such indemnity. The Company and the Participant shall cooperate in good faith, and consult with tax counsel to the Company, to restructure the Award and the Award Agreement (which may require the provision of an alternative payment or benefit, but which shall not convey an economic benefit to the Participant that is diminished in value to the Participant other than in a de minimis manner) in a manner that will cause the Participant to not be subject to such taxes, interest and penalties in respect of the Award and the Award Agreement (or any such restructured arrangement).

ARTICLE XIV

SECTION 16 COMPLIANCE

In the event that the Company becomes subject to Section 16 of the Exchange Act, it is intended that the Plan and any Award made to a Participant subject to Section 16 of the Exchange Act will meet all of the requirements of Rule 16b-3. Accordingly, unless otherwise provided by the Committee, if any provisions of the Plan or any Award would disqualify the Plan or the Award, or would otherwise not comply with Rule 16b-3, such provision or Award will be construed or deemed amended to conform to Rule 16b-3.

ARTICLE XV

OTHER PROVISIONS

Subject to Section 3.4, each Award granted under the Plan may contain such other terms and conditions not inconsistent with the Plan as may be determined by the Committee, in its sole discretion.

ARTICLE XVI

NUMBER AND GENDER

With respect to words used in the Plan, the singular form shall include the plural form, the masculine gender shall include the feminine gender, and vice versa, as the context requires.

ARTICLE XVII

MISCELLANEOUS

17.1 Affiliate Employees.

In the case of a grant of an Award to an employee or consultant of any Affiliate of the Company, the Company may, if the Committee so directs, issue or transfer the shares of Common Stock, if any, covered by the Award to the Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer the shares of Common Stock to the employee or consultant in accordance with the terms of the Award specified by the Committee pursuant to the provisions of the Plan. All shares of Common Stock underlying Awards that are forfeited or canceled should revert to the Company.

17.2 Foreign Employees and Foreign Law Considerations.

The Committee may grant Awards to individuals who are eligible to participate in the plan who are foreign nationals, who are located outside the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory provisions of countries or jurisdictions outside the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to

foster and promote achievement of the purposes of the Plan, and, in furtherance of such purposes, the Committee may make such modifications, amendments, procedures, or subplans as may be necessary or advisable to comply with such legal or regulatory provisions.

ARTICLE XVIII

GOVERNING LAW

All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Awards granted hereunder shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware will control the interpretation and construction of this Plan, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

* * * * *

As adopted by the Board of Directors of Aramark Holdings Corporation and the shareholders of Aramark Holdings Corporation on January 25, 2007.

FORM OF NON QUALIFIED STOCK OPTION AGREEMENT (this “Agreement”) dated as of January [], 2007 between **ARAMARK HOLDINGS CORPORATION**, a Delaware corporation (the “Company”), and the Optionee set forth on the signature page to this Agreement (the “Optionee”).

WHEREAS, pursuant to the Agreement and Plan of Merger (the “Merger Agreement”) made and entered into as of the 8th day of August, 2006, by and among RMK Acquisition Corporation, a Delaware corporation (“MergerCo”), RMK Finance LLC, a Delaware limited liability company, and Aramark Corporation, MergerCo will be merged with and into Aramark Corporation, with Aramark Corporation surviving the merger as a wholly-owned subsidiary of the Company (the “Transaction”);

WHEREAS, the Company, acting through the Committee (as such term is defined in the Plan) with the consent of the Company’ s Board of Directors (the “Board”) has agreed to grant to the Optionee, as of the date first set forth above (the “Grant Date”), in connection with or within 90 days after the closing of the Transaction (the “Closing Date”), an option under the Aramark Holdings Corporation 2007 Management Stock Incentive Plan (the “Plan”) to purchase a number of shares of Common Stock on the terms and subject to the conditions set forth in this Agreement and the Plan; and

WHEREAS, the Optionee is, in connection with the execution of this Agreement, to become a party to the Stockholders Agreement (as such term is defined in the Plan).

NOW, THEREFORE, in consideration of the promises and of the mutual agreements contained in this Agreement, the parties hereto hereby agree as follows:

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

Section 2. Option; Option Price. Effective on the Grant Date, on the terms and subject to the conditions of the Plan and this Agreement, the Company hereby grants to the Optionee the option (the “Option”) to purchase the number of Shares set forth on the signature page hereto, at the Option Price of \$[_____].¹ One-half of the Option consists of options with time-based vesting (“Time-Based Options”), and one-half of the Option consists of options with performance-based vesting (“Performance-Based Options”). The payment of the Option Price may be made, at the election of the Optionee, in any manner authorized under Section 5.5 of the Plan as such section is in effect on the date of this Agreement. The Option is not intended to qualify for federal income tax purposes as an “incentive stock option” within the meaning of Section 422 of the Code.

¹ Will be Fair Market Value on date of grant.

Section 3. Term. The term of the Option (the "Option Term") shall commence on the Grant Date and expire on the tenth anniversary of the Grant Date, unless the Option shall have sooner been terminated in accordance with the terms of the Plan (including, without limitation, Article V of the Plan) or this Agreement.

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

(a) Time-Based Options.

(i) Twenty-five percent (25%) of the Time-Based Options shall become Vested Options on each of the first four anniversaries of the Closing Date (each, a "Vesting Date"), subject to the Optionee's continued employment with the Company through the applicable Vesting Date.

(ii) Notwithstanding Section 4(a)(i), in the event of (A) a Change of Control, each outstanding Time-Based Option which has not theretofore become a Vested Option pursuant to Section 4(a)(i) shall become a Vested Option concurrently with consummation of such event, and (B) a Termination of Relationship as a result of the Optionee's death, Disability, or Retirement (each, a "Special Termination"), the installment of Time-Based Options scheduled to vest during the 12-month period immediately following such Special Termination shall become Vested Options, and the remaining Time-Based Options which are not then Vested Options shall be forfeited.

(b) Performance-Based Options.

(i) Twenty-five percent (25%) of the Performance-Based Options shall become Vested Options on each Vesting Date, subject to the Optionee's continued employment with the Company through the applicable Vesting Date and the achievement of the applicable EBIT performance target for the applicable fiscal year of the Company ending immediately prior to the applicable Vesting Date (each such fiscal year, a "Fiscal Year", and each such EBIT performance target, an "EBIT Target", all as set forth on Schedule 1 to this Agreement).

(ii) Notwithstanding Section 4(b)(i), but, except as otherwise provided in Section 4(b)(ii)(E) below, subject to the Optionee's continued employment with the Company through the applicable vesting event:

(A) in the event that the EBIT Target is not achieved for any particular Fiscal Year set forth on Schedule 1 to this Agreement (other than the 2010 Fiscal Year) (any such Fiscal Year, a "Missed Year"), if the cumulative EBIT earned as of the end of any subsequent Fiscal Year equals or exceeds the Cumulative EBIT Target (as set forth on Schedule 1 to this Agreement) for such subsequent Fiscal Year (any such Fiscal Year, a "Catch-up Year"), then all installments of Performance-Based Options that did not become vested in respect of any Missed Year will nevertheless become Vested Options on the same date that the installment of Performance-Based Options that otherwise vests

in respect of such Catch-up Year pursuant to this Section 4(b) (see the attached Schedule 2 for an example hereof);

(B) upon the consummation of a Return-Based Vesting Event (as defined below), all then-unvested Performance-Based Options shall become Vested Options concurrently with the consummation of such event;

(C) upon the consummation of a Qualified Partial Liquidity Event (as defined below), a portion of the then-unvested Performance-Based Options (in the order set forth below) shall become Vested Options concurrently with the consummation of such event, such that the total percentage of Performance-Based Options that have become Vested Options immediately after the consummation of such Qualified Partial Liquidity Event shall, after taking into account any Performance-Based Options that had become Vested Options pursuant to any other provision of Section 4(b) prior to such Qualified Partial Liquidity Event, be equal to the Partial Liquidity Vesting Percentage (as defined below) (see the attached Schedule 2 for an example hereof);

(D) upon the occurrence, prior to the conclusion of the Company's 2010 Fiscal Year, of a Change of Control that is not a Return-Based Vesting Event, a percentage of the then-unvested Performance-Based Options which would have been eligible for vesting based on EBIT performance for the Fiscal Year during which the Change in Control occurs and those eligible for any subsequent Fiscal Years, equal to (x) 100% multiplied by (y) a quotient, the numerator of which is the aggregate number of Performance-Based Options that previously became Vested Options prior to the Fiscal Year in which such Change of Control occurs, and the denominator of which is the aggregate number of Performance-Based Options that were eligible to become Vested Options if all EBIT Targets were achieved prior to the Fiscal Year during with the Change in Control occurs, shall become Vested Options concurrently with consummation of such a Change of Control (see the attached Schedule 2 for an example hereof); and

(E) in the event of a Special Termination, all installments of unvested Performance-Based Options that would have vested during the 12-month period immediately following such Special Termination (the "Special Termination Vesting Period") in accordance with the other provisions of this Section 4(b) if no such termination had occurred during such period (including in the event that any such installments would have vested based on (x) the achievement of the Cumulative EBIT Target for the Fiscal Year immediately following the Fiscal Year in which the Special Termination occurs in accordance with Section 4(b)(ii)(A), or (y) the occurrence during the Special Termination Vesting Period of a Return-Based Vesting Event, a Qualified Partial Liquidity Event or a Change of Control that is not a Return-Based Vesting Event, in accordance with Section 4(b)(ii)(B), Section 4(b)(ii)(C), or Section 4(b)(ii)(D), respectively) shall become Vested Options on the applicable Vesting Date(s) that occur during the Special Termination Vesting Period (see the attached Schedule 2 for an example hereof).

For purposes of Section 4(b)(ii)(C) above, the then-unvested Performance-Based Options shall become Vested Options in the manner set forth therein, in the following order, to the extent

applicable: first, any then-unvested Performance-Based Options from any prior Missed Years (beginning with the earliest Missed Year and each subsequent Missed Year); second, the then-unvested Performance-Based Options eligible for vesting based on EBIT performance for the Fiscal Year in which the Qualified Partial Liquidity Event occurs; and third, any then-unvested Performance-Based Options eligible for vesting based on EBIT performance for the Fiscal Year immediately subsequent to the Fiscal Year in which the Qualified Partial Liquidity Event occurs and each subsequent Fiscal Year.

(c) Except as otherwise provided above with respect to a Special Termination, upon a Termination of Relationship for any reason, the unvested portion of the Option (i.e., that portion which does not constitute Vested Options) shall terminate and cease to be outstanding on the date the Termination of Relationship occurs and shall no longer be eligible to become Vested Options, provided, however, that if upon the date the Termination of Relationship occurs, the Committee is unable to determine if the EBIT Target for the Fiscal Year immediately preceding the year in which the Termination of Relationship occurs has been met, any unvested portion of the Option that could vest based upon such determination shall not terminate until such determination is made (and shall vest if the applicable EBIT Target is achieved in accordance with Section 4(6)(ii) above)).

(d) Certain Definitions.

(i) A “Return-Based Vesting Event” shall be deemed to occur upon the achievement of either of the following performance goals: (x) on or after the third anniversary of the Grant Date, the Sponsor IRR (or, during the Special Termination Vesting Period, the Special Termination Sponsor IRR) is equal to or exceeds 22% or (y) the Sponsor Stockholders have, prior to the third anniversary of the Grant Date, received a Sponsor Return (or, during the Special Termination Vesting Period, the Special Termination Sponsor Return) that equals or exceeds 200% of the Sponsor Investment.

(ii) A “Qualified Partial Liquidity Event” shall mean any disposition, whether in an IPO or other public offering, or any sale or other private transaction to any person or entity, of a portion of the Sponsor Investment (including any Change of Control, transfer from one Investor Group to another Investor Group, or LP Transfer (as defined below), but excluding, for the avoidance of doubt, a Spin-off, unless and until such shares are themselves disposed of or realized upon for cash and/or liquid or marketable equity or debt securities), or a recapitalization, resulting in (x) on or after the third anniversary of the Grant Date, the achievement by the Sponsor Stockholders of a Sponsor IRR (or, during the Special Termination Vesting Period, the Special Termination Sponsor IRR) that would equal or exceed 22%, or (y) prior to the third anniversary of the Grant Date, the receipt of a Sponsor Return (or, during the Special Termination Vesting Period, the Special Termination Sponsor Return) that equals or exceeds 200% of the Sponsor Investment, in either case, when measured with respect to such disposed or otherwise realized upon portion (and all previously liquidated, disposed of or otherwise realized (in cash or marketable securities, taking into account Section 4(d)(vi)) upon portions) of the Sponsor Investment.

(iii) The “Partial Liquidity Vesting Percentage” shall equal the percentage of the Sponsor Investment liquidated, disposed of or otherwise realized upon in a Qualified Partial Liquidity Event; provided that, if immediately following such event, the Sponsor Stockholders have liquidated, disposed of or otherwise realized upon 80% or more of the Sponsor Investment, then the Partial Liquidity Vesting Percentage shall equal 100%.

(iv) “Sponsor IRR” means the pretax compounded annual internal rate of return realized by the Sponsor Stockholders on the Sponsor Investment, based on the aggregate amount invested by the Sponsor Stockholders for all Sponsor Investment and the aggregate value and amount of cash and liquid or marketable debt or equity securities (excluding securities of the Company and, in the event of a Spin-off, securities of a Subsidiary (“Subsidiary Stock”), unless and until such shares are themselves disposed of or realized upon for cash and/or liquid or marketable equity or debt securities) actually received by the Sponsor Stockholders or in respect of all Sponsor Investment, assuming all Sponsor Investment were purchased by one Person and were held continuously by such Person. The Sponsor IRR shall be determined based on the actual time of each Sponsor Investment and the actual cash and liquid or marketable debt or equity securities received (in each case, measured at the time of receipt) by the Sponsor Stockholders in respect of all Sponsor Investment and including, as a return on each Sponsor Investment, any cash dividends, cash distributions or cash sales by the Company or any Affiliate in respect of such Sponsor Investment during such period, any transaction fees received in connection with the Transaction, and, in the event of any distribution of Shares by a Sponsor Stockholder to its general or limited partners, members, managers or stockholders (in each such case, other than a distribution by a Sponsor Stockholder to another member of such Sponsor Stockholder’s Investor Group) in accordance with such Sponsor Stockholder’s governing documents (an “LP Transfer”), the Fair Market Value of such Shares on such distribution date (the “LP Transfer Value”), but excluding any amounts payable to the Sponsor Stockholders as expense reimbursements and indemnification payments.

(v) “Sponsor Return” shall mean, on an aggregate basis, the value and amount of cash and liquid or marketable equity or debt securities (excluding securities of the Company or, in the event of a Spin-off, Subsidiary Stock, unless and until such Subsidiary Stock are themselves disposed of or realized upon for cash and/or liquid or marketable equity or debt securities) actually received by the Sponsor Stockholders in respect of all Sponsor Investment, assuming all Sponsor Investment were purchased by one Person and were held continuously by such Person. The Sponsor Return shall be determined based on the actual time of each Sponsor Investment and actual cash and/or liquid or marketable equity or debt securities received (in each case, measured at the time of receipt) by the Sponsor Stockholders in respect of all Sponsor Investment and including, as a return on each Sponsor Investment, any cash dividends, cash distributions, cash sales made by the Company or any Affiliate in respect of such Sponsor Investment during such period, any transaction fees received in connection with the Transaction, and, in the event of an LP Transfer, the LP Transfer Value, but excluding any amounts payable to the Sponsor Stockholders as expense reimbursements and indemnification payments.

(vi) In the event of a Special Termination, the term “Special Termination Sponsor IRR” shall have the same meaning as “Sponsor IRR”, except that the Sponsor IRR shall also be determined by including in such calculation the following, as of the date of such termination: (x) if no IPO has occurred at such time, the Fair Market Value of the Common Stock and the fair market value (determined in a manner consistent with the manner in which the Fair Market Value is determined under the Plan) of any Subsidiary Stock then held by the Sponsor Stockholders; or (y) following an IPO, the fair market value of each of the Common Stock and any Subsidiary Stock then held by the Sponsor Stockholders, calculated based on the average trading price of the applicable stock over the 30 trading-day period prior to the applicable potential Vesting Date (the amounts in clauses (x) and (y), collectively, the “Special Termination Valuations”); and the term “Special Termination Sponsor Return” shall have the same meaning as “Sponsor Return”, except that the Sponsor Return shall also be determined by including in such calculation the Special Termination Valuations.

All decisions by the Committee with respect to any calculations pursuant to this Section 4 shall be made in good faith after consultation with senior management and shall be final and binding on the Optionee absent manifest error by the Committee.

Section 5. Restriction on Transfer/ Stockholders Agreement. The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Optionee, except (i) if permitted by the Board or the Committee, (ii) by will or the laws of descent and distribution or (iii) pursuant to beneficiary designation procedures approved by the Company. The Option shall not be subject to execution, attachment or similar process. Shares of Common Stock acquired pursuant to the exercise of Options hereunder will be subject to the Stockholders Agreement. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions of this Agreement or the Stockholders Agreement shall be null and void and without effect.

Section 6. Optionee’s Employment. Nothing in this Agreement or in the Option shall confer upon the Optionee any right to continue in the employ of the Company or any of its Subsidiaries or interfere in any way with the right of the Company and its Subsidiaries, in their sole discretion, to terminate the Optionee’s employment or to increase or decrease the Optionee’s compensation at any time.

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

(a) so long as the Optionee remains employed by the Company or one of its Affiliates, the tenth anniversary of the Grant Date;

(b) in the case of a Termination of Relationship due to a Special Termination, (i) with respect to any Time-Based Options and Performance-Based Options that are vested as of the Termination of Relationship, the first anniversary of the Termination of Relationship, and (ii) with respect to any Performance-Based Option that becomes a Vested Option pursuant to Section 4(b)(ii)(E), the later of the first anniversary of the Termination of Relationship and the 90th day

following the last Vesting Date (if any) that occurs during the Special Termination Vesting Period;

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

(d) the day of the Termination of Relationship in the case of a Termination of Relationship for Cause.

Section 8. Securities Law Representations. The Optionee acknowledges that the Option and the Shares are not being registered under the Securities Act, based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Optionee is an “accredited investor” (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Optionee, by executing this Agreement, hereby agrees that the Optionee shall make such representations as may be required to be made by the Optionee upon any acquisition of Shares hereunder as set forth in the Stockholders Agreement, as such representations shall be required to be made at such time. The Optionee further represents the following, as of the date hereof:

The Optionee represents and warrants that (i) such party has full legal power, authority and right to execute and deliver, and to perform its obligations under, this Agreement, and (ii) this Agreement has been duly and validly executed and delivered by such party and constitutes a valid and binding agreement of such party enforceable against such party in accordance with its terms.

The Optionee has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Option and the restrictions imposed on any Shares purchased upon exercise of the Option.

The Optionee is aware that the Option may be of no practical value, that any value it may have depends on its vesting and exercisability as well as an increase in the Fair Market Value of the underlying Shares to an amount in excess of the Option Price, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

The Optionee has read and understands the restrictions and limitations set forth in the Stockholders Agreement, the Plan and this Agreement.

The Optionee has not relied upon any oral representation made to the Optionee relating to the Option or the purchase of the Shares on exercise of the Option or upon information presented in any meeting or material relating to the Option or the Shares.

The Optionee understands and acknowledges that, if and when the Optionee exercises the Option, (a) any certificate evidencing the Shares (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger or other form of reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided in this Agreement or under the Stockholders Agreement or the Registration Rights Agreement (as such term is defined in the Stockholders Agreement), the Company has no obligation to register the Shares or file any registration statement under federal or state securities laws.

Section 9. Designation of Beneficiary. The Optionee may appoint any individual or legal entity in writing as the Optionee's beneficiary to receive any Option (to the extent not previously terminated or forfeited) under this Agreement upon the Optionee's death or Disability. The Optionee may revoke the Optionee's designation of a beneficiary at any time and appoint a new beneficiary in writing. To be effective, the Optionee must complete the designation of a beneficiary or revocation of a beneficiary by written notice to the Company under Section 11 of this Agreement before the date of the Optionee's death. In the absence of a beneficiary designation, the legal representative of the Optionee's estate shall be deemed the beneficiary.

Section 10. Condition Precedent. If the Transaction is not consummated, the Company will not grant the Optionee the Option and this Agreement shall become null and void.

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

If to the Company, to it at:

If to the Company, to:

ARAMARK Corporation
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107-2988
Attention: Head of Human Resources

With a copy to:

ARAMARK Corporation
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107-2988
Attention: General Counsel

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

The Company shall, reasonably promptly upon the occurrence of any vesting pursuant to Section 4(b)(ii)(E) above, provide notice to the Optionee of such vesting (it being understood that a failure to so provide such notice shall not result in an extension of the applicable Option exercise period, but shall constitute a breach of this Agreement).

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

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

Section 14. Withholding. As a condition to exercising this Option in whole or in part, the Optionee will pay, or make provisions satisfactory to the Company for payment of, any Federal, state and local taxes required to be withheld in connection with such exercise in a manner that is set forth in Section 5.6 of the Plan.

Section 15. Adjustment to Option; Registration of Shares. In the event of any event described in Article VII of the Plan occurring after the Grant Date, the adjustment provisions (including cash payments) as provided for under Article VII of the Plan shall apply. The Company shall, concurrently with the closing of a Public Offering, register all Shares subject to an Option by filing a Form S-8 with the U.S. Securities Exchange Commission.

Section 16. Section 409A of the Code. If any term, distribution or settlement of this Agreement, or any other action by the Company (including by the Committee) pursuant to the terms of the Plan or this Agreement, would subject the Optionee to tax under Section 409A of the Code, the Company shall indemnify and hold harmless the Optionee for any taxes, interest and penalties the Optionee may incur under Section 409A of the Code as a result thereof, such that on a net-after-tax basis, the Optionee shall not be liable for any such taxes, interest or

penalties, or for any taxes, interest or penalties imposed upon the Company' s provision of such indemnity. The Company and the Optionee shall cooperate in good faith, and consult with tax counsel to the Company, to restructure the Option and this Agreement (which may require the provision of an alternative payment or benefit, but which shall not convey an economic benefit to the Optionee that is diminished in value to the Optionee other than in a de minimis manner) in a manner that will cause the Optionee to not be subject to such taxes, interest and penalties in respect of the Option and this Agreement (or any such restructured arrangement).

Section 17. Modification of Rights; Entire Agreement. The Optionee' s rights under this Agreement and the Plan may be modified only to the extent expressly provided under this Agreement or under Article X or Article XIV of the Plan. This Agreement and the Plan (and the other writings referred to herein, including the Stockholders Agreement or the Registration Rights Agreement) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

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

Section 19. Waiver of Jury Trial; Legal Fees. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder. In the event of any dispute regarding any term of this Option, the Company shall promptly reimburse the Optionee for all legal fees and expenses the Optionee incurs in connection with such dispute if the Optionee prevails in such dispute on a substantial portion of the claims under such dispute.

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Nonqualified Stock Option Agreement as of the date first written above.

ARAMARK HOLDINGS CORPORATION

By: _____

Name:

Title:

OPTIONEE

[NAME]

Last address on the records of the Company:

[Address]

Number of Shares of Common Stock subject to Time-Based Options: _____

Number of Shares of Common Stock subject to Performance-Based Options: _____

Schedule 1

EBIT Targets

(in millions)

<u>Year</u>	<u>Annual EBIT Target</u>	<u>Cumulative EBIT Target</u>
2007	\$ 705.0	N/A
2008	\$ 779.4	\$ 1,485.3
2009	\$ 829.2	\$ 2,314.5
2010	\$ 887.4	\$ 3,201.9

EBIT shall mean for any Fiscal Year, net income increased by (i) net interest expense and (ii) the provision for income taxes; all determined in accordance with U.S. generally accepted accounting principles (GAAP) consistently applied on a consolidated basis. For this purpose EBIT shall:

- a) Exclude any extraordinary gains or losses, cumulative effect of a change in accounting principle, income or loss from disposed or discontinued operations and any gains or losses on disposed or discontinued operations, all as determined in accordance with GAAP.
- b) Exclude any gain or loss greater than \$2 million attributable to asset dispositions, contract terminations and similar items, provided that losses on contract terminations and asset dispositions in connection with client contract terminations shall be limited in any given Fiscal Year to \$5 million.
- c) Exclude any increase in amortization or depreciation resulting from the application of purchase accounting to the Transaction, including the current amortization of existing acquired intangibles.
- d) Exclude any gain or loss from the early extinguishment of indebtedness including any hedging obligations or other derivative instrument.
- e) Exclude any impairment charge or similar asset write off required by GAAP.
- f) Exclude any non cash compensation expense resulting from the application of SFAS No. 123R or similar accounting requirements.
- g) Exclude any expenses or charges related to any equity offering, acquisition, disposition, recapitalization, refinancing or similar transaction, including the Transaction.
- h) Exclude any transaction, management, monitoring, consulting, advisory and related fees and expenses paid or payable to the Sponsor Stockholders.
- i) Exclude the effects of changes in foreign currency translation rates from such rates used in the calculation of the EBIT Targets.

The final EBIT calculation for any Fiscal Year will be subject to review and approval by the Committee.

The EBIT Targets shall be adjusted for acquisitions as follows:

- a) For acquisitions having purchase consideration of less than \$20 million each, there shall be no adjustment until the aggregate consideration for all such acquisitions exceeds \$20 million in any Fiscal Year and then the EBIT Targets shall be adjusted to the extent the consideration for all such acquisitions exceeds \$20 million. The amount of the adjustment shall be based on the last twelve months earnings of the acquired business, provided however, that the last twelve months earnings shall be adjusted, if necessary, to reflect the sustainable underlying profitability of the acquired business. If the purchase consideration for all such acquisitions is less than \$20 million in any Fiscal Year, the amount by which \$20 million exceeds such aggregate consideration shall be carried forward to future Fiscal Years for purposes of making this determination under this sub paragraph a).
- b) For acquisitions having purchase consideration of more than \$20 million each, the EBIT Targets shall be adjusted based on the pro forma used to approve the acquisition.

The EBIT Targets will be adjusted for divestitures of a business by the amount of the last twelve months earnings of the divested business.

Schedule 2

Examples of Application of Certain Provisions of Section 4(b)(ii)

Section 4(b)(ii)(A)

FY 2007: EBIT is \$700.0. *No Performance-Based Options for FY 2007 vest.*

FY 2008: Annual EBIT is \$780.0, Cumulative EBIT is \$1,480.0. *Performance-Based Options for FY 2008 vest because annual EBIT Target is achieved, Performance-Based Options for FY 2007 do not vest because Cumulative EBIT Target is not achieved.*

FY 2009: Annual EBIT is \$850.0, Cumulative EBIT is \$2,330.0. *Performance-Based Options for FY 2009 vest because annual EBIT is achieved; Performance-Based Options for FY 2007 also vest because Cumulative EBIT Target is achieved.*

Section 4(b)(ii)(C)

FY 2007: EBIT is \$710.0. *Performance-Based Options for FY 2007 vest (i.e., 25% of all Performance-Based Options are vested).*

FY 2008: EBIT is \$760.0. *No Performance-Based Options for FY 2008 vest (i., Optionee is still only vested in 25% of all Performance-Based Options).*

June 2009: A Qualified Partial Liquidity Event occurs where the Partial Liquidity Vesting Percentage is 75%. *Performance-Based Options for FY 2008 vest and, whether or not either of the EBIT Targets for FY 2009 is achieved, the Performance-Based Options for FY 2009 will also vest, such that the Optionee will be 75% vested in all Performance-Based Options.*

Section 4(b)(ii)(D)

FY 2007: EBIT is \$710.0. *Performance-Based Options for FY 2007 vest (i.e., 100% of all Performance-Based Options that were eligible to vest in FY 2007 are vested).*

FY 2008: EBIT is \$760.0. *No Performance-Based Options for FY 2008 vest (i.e., Optionee is only 50% vested in all Performance-Based Options that were eligible to vest in FY 2007 and FY 2008 combined).*

June 2009: A Change of Control that is not a Return-Based Vesting Event occurs. *50% of the Performance-Based Options for FY 2009 and FY 2010 will become vested.*

Section 4(b)(ii)(B) and (E)

FY 2007: EBIT is \$700.0. *No Performance-Based Options for FY 2007 vest.*

FY 2008: EBIT is \$760.0. *No Performance-Based Options for FY 2007 or FY 2008 vest.*

January 2009: Optionee's employment terminates due to Retirement.

August 2009: A Return-Based Vesting Event occurs. *All Performance-Based Options (for FY 2007-2010) vest, even though the event occurs after the Optionee's employment terminates, because the event occurs within 12 months after the termination of employment.*

FORM OF AGREEMENT TO AMEND
AGREEMENT RELATING TO EMPLOYMENT AND POST-EMPLOYMENT
COMPETITION

THIS AGREEMENT (the "Agreement") is made effective as of January 22, 2007, between ARAMARK CORPORATION ("ARAMARK") and [NAME] (the "Executive"). All capitalized terms used in this Agreement that are not otherwise defined shall have the meaning set forth in the ELC Agreement (as defined below).

WHEREAS, ARAMARK and Executive are parties to that certain Agreement Relating to Employment and Post-Employment Competition (the "ELC Agreement");

WHEREAS, Exhibit A to the ELC Agreement provides for certain payments and benefits to be made to Executive in certain instances upon the termination of Executive's employment with ARAMARK following a Change of Control;

WHEREAS, Congress recently passed new laws regarding the taxation of deferred compensation (the "Deferred Compensation Tax Rules") under which certain severance payments and benefits provided for in Exhibit A of the ELC Agreement could be considered to be deferred compensation, and as such, if the deferred compensation is not paid out at certain times following certain rules, Executive could be subject to tax and penalties that would be in addition to any ordinary income taxes that Executive would otherwise have to pay upon receipt of such compensation;

WHEREAS, the parties hereto wish to amend the ELC Agreement to avoid the potential imposition of any additional tax under the new Deferred Compensation Tax Rules on some or all of the severance payments and benefits that Executive might receive in the future (whether under the ELC Agreement itself or Exhibit A attached thereto), and therefore ARAMARK is proposing to amend the ELC Agreement to include a provision that (1) imposes certain limitations on the timing of payments or benefits provided under the ELC Agreement (and any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Executive participates) in an effort to ensure that the payment or provision of any such payments or benefits is made at a time that is permitted under the Deferred Compensation Tax Rules, and (2) if ARAMARK is unable to provide any payments or benefits to Executive in the manner currently contemplated under the ELC Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Executive participates) without subjecting Executive to an additional tax under the Deferred Compensation Tax Rules, ARAMARK will provide Executive with the intended payments or benefits in an alternative manner that conveys an equivalent economic benefit to Executive as soon as practicable as may be permitted under the Deferred Compensation Tax Rules;

WHEREAS, in addition, the parties wish to amend the ELC Agreement to provide ARAMARK with the discretion, in the event of the closing of the transactions contemplated under the ELC Agreement and Plan of Merger dated August 8, 2006 among RMK Acquisition Corporation, RMK Finance LLC and ARAMARK (the "Closing"), to (1) accelerate the time at which Executive might otherwise be entitled to receive, and change the form of, the severance

payments and benefits due under the deferred compensation arrangement under Exhibit A of the ELC Agreement (collectively, the “Change of Control Payments”), and, in satisfaction thereof, (2) provide Executive with a combination of a lump sum cash payment and a grant of restricted common stock of ARAMARK Holdings Corporation (“Restricted Stock”) at the Closing, as set forth in more detail below in this Agreement; and

WHEREAS, in order to provide for the foregoing actions relating to the Change of Control Payments in a manner that complies with the Deferred Compensation Tax Rules, Sections 3(a), 3(c), and 3(d) of Exhibit A to Executive’ s Agreement, which currently provide Executive with the Change of Control Payments (collectively, the “Change of Control Provisions”), would need to be terminated by ARAMARK.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Article 6 of the ELC Agreement is hereby amended by adding the following new subsections F and G to the existing text thereof:

“F. In the event that it is reasonably determined by ARAMARK that, as a result of the new deferred compensation tax rules under Section 409A of the Internal Revenue Code of 1986, as amended (and any related regulations or other pronouncements thereunder) (“the Deferred Compensation Tax Rules”), any of the payments or benefits that Employee is entitled to under the terms of this Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Employee participates) may not be made at the time contemplated by the terms hereof or thereof, as the case may be, without causing Employee to be subject to tax under the Deferred Compensation Tax Rules, ARAMARK shall, in lieu of providing such payment or benefit when otherwise due under this Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Employee participates), instead provide such payment or benefit on the first day on which such provision would not result in Employee incurring any tax liability under the Deferred Compensation Tax Rules. In the event that any payments or benefits that ARAMARK would otherwise be required to provide under this Agreement (or any other nonqualified deferred compensation plan or arrangement maintained by ARAMARK in which Employee participates) cannot be provided in the manner contemplated herein without subjecting Employee to tax under the Deferred Tax Rules, ARAMARK shall provide such intended payments or benefits to Employee in an alternative manner that conveys an equivalent economic benefit to Employee as soon as practicable as may otherwise be permitted under the Deferred Compensation Tax Rules.

G.

Pursuant to the Deferred Compensation Tax Rules, ARAMARK, in its discretion, is permitted to terminate, within the 30 days preceding or the 12 months following a “change in control event” (as defined in the Deferred Compensation Tax Rules), the deferred compensation arrangement set forth in Exhibit A to this Agreement (which provides for certain payments and benefits upon Employee’ s resignation

for Good Reason (as defined therein) following a Change of Control) and instead provide Employee with all (or less than all) of the payments and benefits otherwise due thereunder upon such a resignation, all in a manner provided for under the Deferred Compensation Rules.”

2. Subject to the occurrence of the Closing, as set forth in Paragraph 4 below, ARAMARK will take the following actions: (i) exercise its new rights under the above Article 6.G of the ELC Agreement and, effective as of the Closing, terminate all of the Change of Control Provisions, and (ii) in satisfaction of any rights Executive might otherwise have had under the Change of Control Provisions, instead provide Executive with the following:

- (a) the cash severance payments otherwise due to Executive pursuant to Sections 3(a)(1) and 3(a)(2) of Exhibit A to the ELC Agreement, if Executive were to have resigned for Good Reason immediately after the Closing, will be paid to Executive in a lump sum cash payment upon the Closing; and
- (b) a grant of a number of shares of Restricted Stock having a value, as of the Closing, equal to the amount of cash payments otherwise due to Executive pursuant to Section 3(a)(4) of Exhibit A to the ELC Agreement, if Executive were to have resigned for Good Reason (the “Severance Payment”), will be made to Executive upon the Closing.

For purpose of the grant of Restricted Stock described in clause (b) above, the number of shares of the Restricted Stock, as of the Closing, will be calculated by dividing (x) the Severance Payment, by (y) \$10.00 (the per share purchase price paid for Company common stock in the Closing). The Restricted Stock grant will be evidenced by an award agreement (the “Restricted Stock Award Agreement”) in the form attached as Annex A to this Agreement.

3. The Company and Executive each acknowledge and agree that upon execution of this Agreement:

- (a) whether or not the Closing occurs, effective on and after the date this Agreement, the provisions of the new Article 6.F of the ELC Agreement will remain in full force and effect; and
- (b) on and after the date of this Agreement, the ELC Agreement will otherwise continue in full force and effect as amended by this Agreement in accordance with its terms, the effect of which, among other things, will, effective upon the Closing, terminate any and all rights to payments or benefits Executive may have otherwise had under the Change of Control Provisions.

4. Notwithstanding Paragraph 2 or 3 above, however, ARAMARK and Executive each hereby further acknowledge and agree that:

- (a) unless and until the Closing is completed, ARAMARK will not make the payment to Executive provided under Paragraph 2(a) of this Agreement or award Executive the Restricted Stock provided under Paragraph 2(b) of this Agreement; and

-
- (b) if the Closing does not occur, ARAMARK will not exercise the discretion granted to it under the new Article 6.G of the ELC Agreement and provided for under Paragraph 2 of this Agreement with respect to the Closing, and the Change of Control Provisions will not be terminated thereunder.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be signed as of the date first above written.

ARAMARK CORPORATION

EXECUTIVE

By: _____

By: _____

Lynn McKee

[NAME]

Executive Vice President,
Human Resources

[SIGNATURE PAGE TO AGREEMENT TO AMEND]

RESTRICTED STOCK AWARD AGREEMENT

(Name)

THIS AGREEMENT (the "Agreement") is made effective as of January 26, 2007 (the "Closing Date"), between ARAMARK Holdings Corporation, a Delaware corporation (hereinafter called the "Company"), and the individual whose name is set forth on the signature page hereof, who is an employee of the Company or an Affiliate, and who is hereinafter referred to as the "Employee." Any capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Plan (as hereinafter defined).

WHEREAS, in exchange for the Employee's agreement to the termination of the deferred compensation arrangement under Exhibit A of that certain Agreement Relating to Employment and Post-Employment Competition with ARAMARK CORPORATION (the "ELC Agreement"), and the corresponding acceleration of payment thereof, the Company has agreed to grant the Employee shares of Common Stock, pursuant to the terms and conditions of this Agreement (the "Restricted Stock Award"), the Company 2007 Management Stock Incentive Plan (the "Plan") (the terms of which are hereby incorporated by reference and made a part of this Agreement), and a Stockholders Agreement entered into by and among the Company, ARAMARK Intermediate HoldCo Corporation, ARAMARK Corporation and the Stockholders Named Therein (which shall include the Employee) dated as of the date hereof (the "Stockholders Agreement").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of the Restricted Stock. Subject to the terms and conditions of the Plan, the Stockholders Agreement (and the agreements incorporated by reference therein), and the additional terms and conditions set forth in this Agreement, the Company hereby grants to the Employee [] shares of Common Stock (the "Restricted Stock"), which shall vest and become nonforfeitable in accordance with Section 2 of this Agreement.

2. Vesting. Except as otherwise provided below in this Section 2, subject to the Employee's continued employment with the Company or any of its Affiliates, the Restricted Stock shall vest and become nonforfeitable with respect to one hundred percent (100%) of the shares initially granted hereunder on the first anniversary of the Closing Date.

(a) If the Employee's employment with the Company or any of its Affiliates is voluntarily terminated by the Employee other than for "Good Reason" (as defined below) or is terminated by the Company for Cause, then the Restricted Stock shall, to the extent not then vested, be forfeited by the Employee without consideration.

(b) If the Employee's employment with the Company or any of its Affiliates is terminated by the Employee for Good Reason, by the Company without Cause, or as a result of the Employee's death, Disability or Retirement, the Restricted Stock shall, to the extent not then vested and not previously forfeited, immediately become fully vested.

(c) For purposes of this Agreement, the term “Good Reason” shall mean “Good Reason” as such term may be defined and determined pursuant to any Individual Agreement (including as set forth in any Exhibit A attached thereto) as may be in effect from time to time hereafter.

(d) Notwithstanding any other provision of this Agreement to the contrary, in the event of a Change of Control, the Restricted Stock shall, to the extent not then vested and not previously forfeited, immediately become fully vested.

3. Evidence of Issuance of Securities. The Restricted Stock shall be issued by the Company pursuant to the registration in the Employee’s name on the stock transfer books of the Company, and issued to the Employee or to the Employee’s legal guardian or representative, as applicable, promptly following the vesting of any Restricted Stock pursuant to Section 2.

4. Rights as a Stockholder. The Employee shall be the record owner of the Restricted Stock unless or until such Restricted Stock is forfeited pursuant to Section 2 hereof or is otherwise sold or disposed of pursuant to the terms of the Stockholders Agreement, and as record owner shall be entitled to all rights of a Common Stock holder of the Company, including, without limitation, the right to receive any cash or in-kind dividends paid to Common Stock holders during the time that the Employee holds the Restricted Stock at such time(s) as such dividends are paid to Common Stock holders.

5. Legend in Certificates. Any certificates representing the vested Restricted Stock delivered to the Employee as contemplated by Section 3 above shall bear the legend set forth in Section 2.06 of the Stockholders Agreement.

6. Transferability. The Restricted Stock may not, at any time prior to becoming vested pursuant to Section 2 or thereafter, be transferred, sold, assigned, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition complies with the provisions of this Agreement and the Stockholders Agreement including, without limitation, the right to cause the Company to repurchase the Restricted Stock at such prices as are determined under the Stockholders Agreement.

7. Change in Capital Structure. The Restricted Stock shall be subject to adjustment pursuant to Article VII of the Plan.

8. Withholding. It shall be a condition of the obligation of the Company, upon delivery of Restricted Stock to the Employee, that the Employee pay to the Company such amount of all such taxes (or make such other settlement in respect thereof) as may be required for the purpose of satisfying any liability for any federal, state or local income or other taxes required by law to be withheld with respect to such Restricted Stock, including payment to the Company upon the vesting of the Restricted Stock. Notwithstanding the foregoing, the Employee may, at his or her option, elect to have the number of shares of Common Stock that would otherwise be issued to the Employee upon vesting of the Restricted Stock pursuant to Section 2 reduced by a number of shares of Common Stock having an equivalent Fair Market

Value, on such date of vesting, to the payment that would otherwise be made by the Employee to the Company pursuant to the preceding sentence. *In connection with the foregoing, the Employee may, at his or her option, elect to recognize the fair value of the Restricted Stock upon the Grant Date pursuant to Section 83 of the Internal Revenue Code of 1986, as amended.*

9. Limitation on Obligations. The Company's obligation with respect to the Restricted Stock granted hereunder is limited solely to the delivery to the Employee of shares of Common Stock on the date when such shares are due to be delivered hereunder and to the obligations set forth in Section 8 above, and in no way shall the Company become obligated to pay cash in respect of such obligation unless otherwise provided pursuant to Article VII of the Plan.

10. Securities Law Representations. The Employee acknowledges that the Restricted Stock is not being registered under the Securities Act, based, in part, on either (i) reliance upon an exemption from registration under Securities and Exchange Commission Rule 701 promulgated under the Securities Act or (ii) the fact that the Employee is an "accredited investor" (as defined under the Securities Act and the rules and regulations promulgated thereunder), and, in each of (i) and (ii) above, a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Employee further represents the following, as of the date hereof:

The Employee represents and warrants that (i) such party has full legal power, authority and right to execute and deliver, and to perform its obligations under, this Agreement, and (ii) this Agreement has been duly and validly executed and delivered by such party and constitutes a valid and binding agreement of such party enforceable against such party in accordance with its terms.

The Employee has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Restricted Stock Award and the restrictions imposed on the Restricted Stock and any Shares subject to the Restricted Stock.

The Employee is aware that any value the Restricted Stock may have depends on its vesting, and that any investment in common shares of a closely held corporation such as the Company is non-marketable, non-transferable and could constitute an investment for an indefinite period of time, possibly without return, and substantial risk of loss.

The Employee has read and understands the restrictions and limitations set forth in the Stockholders Agreement, the Plan and this Agreement.

The Employee has not relied upon any oral representation made to the Employee relating to, or upon information presented in any meeting or material relating to, the Restricted Stock Award or the Restricted Stock.

The Employee understands and acknowledges that, if and when the Restricted Stock vests, (a) any certificate evidencing such Shares (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger or other form of

reorganization or recapitalization) when issued shall bear any legends which may be required by applicable federal and state securities laws, and (b) except as otherwise provided in this Agreement or under the Stockholders Agreement or the Registration Rights Agreement (as such term is defined in the Stockholders Agreement), the Company has no obligation to register such Shares or file any registration statement under federal or state securities laws.

11. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Employee shall be addressed to him or her at the address shown on the records of the Company. By a notice given pursuant to this Section 11, either party may hereafter designate a different address for notices to be given to him or her. Any notice that is required to be given to the Employee shall, if the Employee is then deceased, be given to the Employee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 11. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

12. Governing Law; Legal Fees. The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. In the event of any dispute regarding any term of this Restricted Stock Award, the Company shall promptly reimburse the Employee for all legal fees and expenses the Employee incurs in connection with such dispute if the Employee prevails in such dispute on a substantial portion of the claims under such dispute.

13. Restricted Stock Award Subject to Plan and Other Management Equity Agreements. The Restricted Stock Award shall be subject to all terms and provisions of the Plan and the Stockholders Agreement, to the extent applicable to the Restricted Stock.

14. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

ARAMARK HOLDINGS CORPORATION

By: _____

Name:

Title:

EMPLOYEE

Name:

Restricted Stock Grant



NEWS

RELEASE

ARAMARK Corporation
Kristine Grow, 215-238-3538
grow-kristine@aramark.com

ARAMARK COMPLETES MERGER

PHILADELPHIA, January 26, 2007 - ARAMARK Corporation (NYSE: RMK), a world leader in providing professional services, announced the completion of the merger in which ARAMARK has been acquired by an investor group led by Joseph Neubauer, Chairman and Chief Executive Officer of ARAMARK, and investment funds managed by GS Capital Partners, CCMP Capital Advisors and J.P. Morgan Partners, Thomas H. Lee Partners and Warburg Pincus LLC. Approximately 250 ARAMARK senior managers will also invest in the transaction.

“We are pleased to complete this transaction,” said Neubauer, who will remain Chairman and Chief Executive Officer of ARAMARK. “I am particularly grateful for the support we have received from our people who have worked hard to deliver outstanding performance over many years, and our senior managers who will further dedicate themselves by making a significant investment in the company.

“This merger opens a new and exciting chapter in ARAMARK’ s history. The new structure will enable us to fully unleash the company’ s potential. Today, we are positioned to drive greater innovation, pursue strategic opportunities, and build sophisticated, long-term solutions that deliver the most value for our clients and customers around the world.

“As we invest in new strategies that will define the future of our industry, we will continue to build on our heritage of delivering value to our employees, our partners, our clients and our customers. We remain dedicated to providing outstanding experiences, environments and outcomes each and every day for our clients around the world.”

On August 8, 2006, ARAMARK announced that it had signed a definitive merger agreement under which the private investor group would acquire ARAMARK in a transaction valued at approximately \$8.3 billion, including the assumption or repayment of approximately \$2.0 billion of debt.

On December 20, 2006, ARAMARK held a special meeting of its stockholders, at which 86 percent of the outstanding votes and 97 percent of the votes actually cast voted in favor of the adoption of the merger agreement.

Under the terms of the agreement, ARAMARK shareholders are entitled to receive \$33.80 in cash for each share of ARAMARK common stock held. ARAMARK common stock will cease trading on the New York Stock Exchange at market close on Friday, January 26, 2007, and will no longer be listed.

ARAMARK stockholders whose shares are held in book entry at Mellon Investor Services, ARAMARK’ s transfer agent, will receive cash for their shares from Mellon Investor Services, which also will serve as the paying agent.

ARAMARK stockholders who possess physical stock certificates will receive instructions and a letter of transmittal by mail from Mellon Investor Services concerning how and where to forward their certificates for payment. For shares held in “street name” by a broker, bank or other nominee, stockholders will not need to take any action to have shares converted into cash, as this should be done by the broker, bank or other nominee. Questions about the deposit of merger proceeds should be directed to the appropriate broker, bank or other nominee.

About ARAMARK

ARAMARK is a leader in professional services, providing award-winning food services, facilities management, and uniform and career apparel to health care institutions, universities and school districts, stadiums and arenas, and businesses around the world. In FORTUNE magazine’ s 2006 list of “America’ s Most Admired Companies,” ARAMARK was ranked number one in its industry, consistently ranking since 1998 as one of the top three most admired companies in its industry as evaluated by peers and industry analysts. The company was also ranked first in its industry in the 2006 FORTUNE 500 survey. Headquartered in Philadelphia, ARAMARK has approximately 240,000 employees serving clients in 18 countries. Learn more at the company’ s Web site, www.aramark.com

About GS Capital Partners

Founded in 1869, Goldman Sachs is one of the oldest and largest investment banking firms. Goldman Sachs is also a global leader in private corporate equity and mezzanine investing. Established in 1992, the GS Capital Partners Funds are part of the firm’ s Principal Investment Area in the Merchant Banking Division. Goldman Sachs’ Principal Investment Area has formed 12 investment vehicles aggregating \$35 billion of capital to date. Significant investments include: VoiceStream Wireless, Allied World Assurance, Burger King, SunGard, YES Network, Western Wireless, Nalco Company, Kabel Deutschland and Coffeyville Resources. With \$8.5 billion in committed capital, GS Capital Partners V is the current primary investment vehicle for Goldman Sachs to make privately negotiated equity investments.

About CCMP Capital

CCMP Capital Advisors, LLC is a leading private equity firm formed in August 2006 by the former buyout/growth equity investment team of JPMorgan Partners, a private equity division of JPMorgan Chase. CCMP Capital's investment team has invested over \$10 billion in over 375 buyout and growth equity transactions since 1984. The foundation of CCMP Capital's investment approach is to leverage the combined strengths of its deep industry expertise and proprietary global network of relationships by focusing on five targeted industries: Consumer, Retail and Services, Energy, Healthcare Infrastructure, Industrials and Media and Telecom. CCMP Capital's proprietary global network includes its affiliates in London and Asia. CCMP Capital is a registered investment adviser with the Securities and Exchange Commission.

About J.P. Morgan Partners

J.P. Morgan Partners, LLC ("JPMP") is a private equity division of JPMorgan Chase & Co. (NYSE: JPM), one of the largest financial institutions in the United States. JPMP has invested over \$15 billion worldwide in consumer, media, energy, industrial, financial services, healthcare and technology companies since its inception in 1984.

As of August 1, 2006, the investment professionals of JPMP formed entities independent of JPMorgan Chase. The buyout and growth equity professionals formed CCMP Capital Advisors, LLC, which focuses exclusively on buyout and growth equity investments primarily in five targeted industry sectors in the U.S. and Europe. The venture team formed Panorama Capital, LLC, and continues to focus on technology and life sciences investments. CCMP Capital and Panorama continue to manage the JPMP investments pursuant to a management agreement with JPMorgan Chase & Co.

JPMP is a registered investment adviser with the Securities and Exchange Commission.

About Thomas H. Lee Partners

Thomas H. Lee Partners, L.P. is one of the oldest and most successful private equity investment firms in the United States. Since its founding in 1974, THL Partners has invested approximately \$12 billion of equity capital in more than 100 businesses with an aggregate purchase price of more than \$90 billion, completed over 200 add-on acquisitions for portfolio companies, and generated superior returns for its investors and partners. THL Partners identifies and acquires substantial ownership positions in large growth-oriented companies through acquisitions, recapitalizations and direct investments. The firm currently manages approximately \$20 billion of committed capital. Notable transactions sponsored by the firm include Dunkin Brands, Michael Foods, Warner Music Group, General Nutrition Companies, Houghton Mifflin Company, Fisher Scientific International, Experian Information Solutions, TransWestern Holdings, Cott Corporation and Snapple Beverage.

About Warburg Pincus LLC

Warburg Pincus has been a leading private equity investor since 1971. The firm currently has approximately \$16 billion of assets under management with an additional \$4 billion available for investment in a range of sectors including consumer and retail, industrial, business services, healthcare, financial services, energy, real estate and technology, media and telecommunications. Warburg Pincus is an experienced partner to management teams seeking to build durable companies with sustainable value. The firm has an active portfolio of more than 100 companies. Significant current and past investments include: Neiman Marcus, Knoll (NYSE: KNL), TransDigm (NYSE: TDG), Mattel (NYSE: MAT), Mellon Financial (NYSE: MEL), Neustar (NYSE: NSR), BEA Systems (NASDAQ: BEAS) and WNS Global Services (NYSE: WNS). Since inception, Warburg Pincus has sponsored 12 private equity funds which have invested approximately \$25 billion in more than 550 companies in 30 countries.

Forward-Looking Statements

Forward-looking statements speak only as of the date made. We undertake no obligation to update any forward-looking statements, including prior forward-looking statements, to reflect the events or circumstances arising after the date as of which they were made. As a result of these risks and uncertainties, readers are cautioned not to place undue reliance on any forward-looking statements included herein or that may be made elsewhere from time to time by, or on behalf of, us.

This press release includes “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect our current views as to future events and financial performance with respect to our operations. These statements can be identified by the fact that they do not relate strictly to historical or current facts. They use words such as “aim,” “anticipate,” “are confident,” “estimate,” “expect,” “will be,” “will continue,” “will likely result,” “project,” “intend,” “plan,” “believe,” “look to” and other words and terms of similar meaning in conjunction with a discussion of future operating or financial performance.

These statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements. Factors that might cause such a difference include: unfavorable economic conditions; ramifications of any future terrorist attacks or increased security alert levels; increased operating costs, including labor-related and energy costs; shortages of qualified personnel or increases in labor costs; costs and possible effects of further unionization of our workforce; currency risks and other risks associated with international markets; risks associated with acquisitions, including acquisition integration issues and costs; our ability to integrate and derive the expected benefits from our recent acquisitions; competition; decline in attendance at client facilities; unpredictability of sales and expenses due to contract terms and terminations; the impact of natural disasters on our sales and operating results; the risk that clients may become insolvent; the risk that our insurers may become insolvent or may liquidate; the contract intensive nature of our business, which may lead to client disputes; high leverage; claims relating to the provision of food services; costs of compliance with governmental regulations and government investigations; liability associated with noncompliance with governmental regulations, including regulations pertaining to food services, the environment, the Federal school lunch program, Federal and state employment and wage and hour laws and import and export controls and customs laws; dram shop compliance and litigation; contract compliance and administration issues, inability to retain current clients and renew existing client contracts; determination by customers to reduce their outsourcing and use of preferred vendors; seasonality; merger related risks; the effect on our operations of increased leverage and limitations on our flexibility as a result of increased restrictions in our debt agreements; potential future conflicts of interest between our Sponsors and other stakeholders; the impact of our business if we are unable to generate sufficient cash to service all of our indebtedness; the inability of our subsidiaries to generate enough cash flow to repay our debt; risks related to the structuring of our debt; our inability to make payments on our notes if we default on our obligation to pay our indebtedness; our inability to repurchase our notes upon a change of control; the impact on our notes of release of guarantors under our senior secured credit agreement; our inability to make payment on our notes because of a court-ordered voiding of guarantees pursuant to state fraudulent transfer laws; the inability to transfer our notes because of our failure to register them under applicable securities laws and limited ability to transfer our notes due to the absence of an active trading market; and other risks that are set forth in the “Risk Factors,” “Legal Proceedings” and “Management Discussion and Analysis of Results of Operations and Financial Condition” sections of and elsewhere in ARAMARK’ s SEC filings, copies of which may be obtained by contacting ARAMARK’ s investor relations department via its website www.aramark.com.

###