



August 15, 2013

VIA OVERNIGHT DELIVERY
AND E-MAIL

Drake Staffing, LLC
2033 Monroe Drive
Atlanta, GA 30324
Attention: Greg Price, Chief Executive Officer

Re: ARAMARK Temporary Employment Services Agreement
Updated Exhibit A - ARAMARK Standards

Dear Mr. Price:

Pursuant to Section 3.3 of the ARAMARK Temporary Employment Services Agreement, I am enclosing an updated Exhibit A – ARAMARK Standards. The updated document is effective immediately.

Please review the updated Exhibit A – ARAMARK Standards thoroughly and take all necessary steps to ensure immediate compliance.

ARAMARK, in conjunction with our managed services provider Agile 1, will be hosting several Internet-based training sessions to educate our suppliers regarding the changes to Exhibit A – ARAMARK Standards. Each supplier is required to attend one of the following training sessions. Links to register for training will be posted in IQ Navigator. To register for the training sessions, you must click on a link and follow instructions on website.

We appreciate your partnership and want to thank you for doing your part to ensure compliance with the ARAMARK Standards described in the updated Exhibit A to the ARAMARK Temporary Employment Services Agreement.

If you have any questions, please contact the Contract Labor Program Office at 1.855.885.5764.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kelly Scally', is written over a blue circular stamp or seal.

Kelly Scally
Talent Acquisition Director- Contract Labor

Enclosure

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

TEMPORARY EMPLOYMENT SERVICES AGREEMENT

EXHIBIT A

ARAMARK STANDARDS

This Exhibit A sets forth the ARAMARK Standards, and adherence to these ARAMARK Standards is critical, in order to maintain the reputation ARAMARK has established as a leading provider. ARAMARK reserves the right from time to time, to update or otherwise modify the ARAMARK Standards, and ARAMARK shall provide notice of such updates or modifications to the Agency's address for notice purposes. ARAMARK's updates or modifications shall be effective when notice is given under Section 14 of the Agreement to which this Exhibit is attached.

| Contents: | | Page |
|-----------|--|------|
| 1. | Clothing / Uniforms | 16 |
| 2. | Business Associate / HIPAA Compliance | 17 |
| 3. | Federal Government Contract Provisions | 17 |
| 4. | Background Checks | 18 |
| 5. | Access to Records | 21 |

1. Clothing/Uniforms.

Unless otherwise specified, all Agency Employees shall report for work at any ARAMARK location wearing slip-resistant shoes, black pants and a white long sleeve button down shirt (the "Standard Clothing/Uniform Set"), and if an Agency Employee reports for work at any ARAMARK Location without the Standard Clothing/Uniform Set, or without any other clothing or uniform requirements specified by the ARAMARK Location at time of requisition, then ARAMARK shall have the right to reject the services of such Agency Employee without any obligation to pay Agency, and if requested, Agency shall provide an appropriate clothed/uniformed Agency Employee as a replacement within the time frame stated by ARAMARK. If ARAMARK does not request a replacement Agency Employee, or the replacement Agency Employee does not arrive at the ARAMARK Location within the time frame stated, and if ARAMARK secures a temporary employee from another source, then ARAMARK may deduct the invoice cost of that other temporary employee from Agency's invoice(s). Additional clothing/uniforms items that are required by ARAMARK will be provided by ARAMARK, as appropriate, and shall be returned to ARAMARK. If an Agency Employee fails to return such additional clothing/uniforms items, Agency agrees to reimburse ARAMARK for the cost of replacing the unreturned item, and ARAMARK at its option, may obtain reimbursement by deducting the cost of the replacement item from Agency's invoice(s). For security purposes, Agency Employees at all times shall wear identification badges provided by ARAMARK or an ARAMARK Client, as applicable.

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

2. Business Associate / HIPAA Compliance

For the purpose of this Agreement, "ARAMARK Information", i.e. information of ARAMARK that is required under Section 10.1 to be treated by Agency as confidential, as more fully set forth in Section 10.1, includes patient information subject to federal, state and local privacy laws, including the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). ARAMARK agrees to provide HIPAA training, directly or through an ARAMARK Client, on an as needed basis, to any Agency Employee. Any breach of HIPAA or violation of other applicable privacy laws or regulation by Agency or any Agency Employee shall constitute a breach of the Agreement and shall be subject to Agency's obligations of indemnification under Section 12.

3. Federal Government Contract Provisions.

a. Agency shall comply with, and to the extent applicable, shall cause all Agency Employees provided to ARAMARK to comply with the following terms, conditions, and clauses, including any revisions to these clauses:

Equal Opportunity Clause (41 CFR 60-§1.4(a)); Equal Opportunity Clause for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans (41 CFR 60-§250.5(a)); Equal Opportunity Clause for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans and Armed Forces Service Medal Veterans (41 CFR §60-300.5(a)); Equal Opportunity Clause for Workers with Disabilities (41 CFR §60-741.5(a)); Employee Rights Under the National Labor Relations Act (29 CFR §471, Appendix A to Subpart A); and the Certification of Nonsegregated Facilities Clause (41 CFR § 60-1.8).

In addition, Agency agrees and certifies, if applicable, that it has developed a written affirmative action compliance program (41 CFR §60-1.4(a)), annually files Standard Form 100 (EEO-1) (41 CFR §60-1.7(a)), participates in E-Verify in compliance with the employment eligibility verification requirements for federal contractors and subcontractors (FAR Subpart 22.18 (Employment Eligibility Verification) and FAR 52.222-54 (Employment Verification)) and complies with the Office of Federal Contract Compliance Program's recordkeeping obligations, including those related to applicants (41 CFR §§ 60-1.3, 60-1.12).

b. Agency agrees that it will (i) solicit voluntary self-identification information from all applicants and new hires with respect to gender, race and ethnicity, (ii) solicit voluntary self-identification information from all new hires with respect to veteran status and disability status, and (iii) comply with all of the recordkeeping and other obligations that the Office of Federal Contract Compliance Programs imposes with respect to the hiring process. Agency shall retain this information for no less than three years from the date the record is made or the date of hire, whichever is later. At ARAMARK's request, Agency shall provide this information to ARAMARK with respect to all applicants for and hires into positions with Agency that Agency uses to satisfy ARAMARK's requisitions.

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

4. Background Checks.

a. To protect the safety and security of ARAMARK employees and ARAMARK Client employees, and their property and the property of ARAMARK and the ARAMARK Client, before Agency may supply an Agency Employee to ARAMARK, Agency must perform – either directly or through a third party – all of the following screenings on the Agency Employee, and without limiting any provision in this Exhibit or the Agreement, Agency shall be solely responsible for performing all background checks and screenings in compliance with applicable law and regulation, including background notice and disclosure requirements, such as those set forth in the Federal Fair Credit Reporting Act and regulations thereunder and similar state and local laws.

i. Employment history verification and/or reference checks with respect to any employment history on which the Agency relies to satisfy the qualifications addressed in Section 3 of the Agreement;

ii. Criminal background check using the type of search (state vs. county) as described in Schedule 1 to this Exhibit A for each location where the Agency Employee has lived during the last seven (7) years;

iii. Sexual offender registry check; and

iv. Any other screenings or background checks as ARAMARK may require for a particular Agency Employee placement, including any screenings or requirements that are based on specific legal or ARAMARK Client requirements, to the extent consistent with applicable federal, state, and local law. This may include, but is not limited to, drug screening, fingerprinting, motor vehicle record check, credit check, and/or general or specific health screenings. For example, with respect to Agency Employees supplied to perform services for ARAMARK at ARAMARK Healthcare Client Locations, the following are required:

A. 10-panel drug screen

B. Office of Inspector General List of Excluded Individuals (run annually after initial screen)

C. General Services Administration (GSA) Excluded Parties List (run annually after initial screen)

D. Food and Drug Administration (FDA) Debarment List (run annually after initial screen).

Furthermore, if Agency or any Agency Employee supplied to perform services for ARAMARK is at any time during the term of the Agreement excluded from Medicare, Medicaid or any other Federal health care program, or comparable other Federal program, then Agency shall notify ARAMARK immediately, and Agency shall not then supply that Agency Employee to perform

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

services for ARAMARK at any ARAMARK Location, without the specific written authorization of ARAMARK.

v. In addition, for any Agency Employee who will be assigned to perform services for ARAMARK where one of the responsibilities of the Agency Employee is to drive a motor vehicle:

(a) Agency must ensure that the Agency Employee has a current and valid United States driver's license appropriate to the driving that the Agency Employee will be doing, including a Commercial Driver's License, if appropriate. The driver's license must be current and valid as of the first day the Agency Employee is provided to ARAMARK and for each and every day thereafter that the Agency Employee is so provided.

(b) Agency shall order a motor vehicle record history using ARAMARK's preferred vendor, currently Truescreen at 888-276-8518 and 215 876 6000. Agency shall establish an account with ARAMARK's preferred vendor, and Agency shall be responsible for any costs or expenses charged by ARAMARK's preferred vendor, to establish an account. The motor vehicle record history will be returned with a score. Because of the driving risk presented by any Agency Employee with a Truescreen motor vehicle record history score greater than 5, Agency may provide to ARAMARK to perform services for ARAMARK, only those Agency Employees who receive a score of 5 or less on their motor vehicle record history. For the avoidance of doubt, if ARAMARK changes its preferred vendor from Truescreen to another, adds a vendor or adjusts the scoring, then the new vendor's scoring, or the adjusted scoring, that is comparable, shall be applied to the prior sentence.

(c) If the Agency Employee will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation), Agency must ensure that the Agency Employee has a valid and current medical certification, as required by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

(d) If the Agency Employee will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation) that must be driven by an individual with a Commercial Drivers License, Agency must ensure that the Agency Employee has passed a drug and alcohol test that complies with the requirements of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

b. Agency shall not supply to ARAMARK to perform services for ARAMARK, any Agency Employees who fail a required drug screening or who fail a general or specific health screening.

c. If an Agency Employee appears on a sexual offender registry or if the Agency Employee's criminal background check (including any fingerprinting results) shows (i) one or more criminal convictions during the last seven (7) years, or (ii) a period of judicial oversight during the last seven (7) years for a conviction prior to this period, then Agency shall individually review and analyze the sexual offender registry information and criminal background check and consider all relevant factors consistent with applicable federal, state and

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

local law, including but not limited to the nature and gravity of the offense or offenses, the time that has passed since the conviction and/or completion of the sentence, the age of the applicant at the time of the offense, any evidence of good conduct or rehabilitation, and the nature of the responsibilities the Agency Employee would have performing services for ARAMARK. In doing so, Agency will balance the interest in placing the Agency Employee with ARAMARK against the risk the Agency Employee would present to ARAMARK, ARAMARK Clients and ARAMARK's customers were he or she to be supplied to perform services for ARAMARK. In performing this analysis, Agency shall employ the following principles:

- i. *Violent crimes including assault/simple assault, aggravated assault, rape, crime with a weapon, robbery, murder and arson* – Any Agency Employee with (i) one or more convictions for a violent crime during the last seven (7) years, or (ii) a period of judicial oversight during the last seven (7) years for a conviction for a violent crime prior to this period, shall be deemed to present a severe risk to ARAMARK, ARAMARK Clients and its customers. Such Agency Employees shall be supplied to ARAMARK only if Agency determines, based on a complete analysis of the background check and any related information, that the risk posed by the Agency Employee to ARAMARK, ARAMARK Clients and ARAMARK's customers is not unreasonable.
- ii. *Property crimes including theft, petty theft, identity theft, larceny, burglary, embezzlement, forgery, counterfeiting and fraud* – Any Agency Employee with one or more convictions for a property crime shall be deemed to present a severe risk to ARAMARK, ARAMARK Clients and its customers with respect to any position that has unsupervised access to significant cash and/or inventory (for example, a position with access to, or custody of, an ARAMARK cash room operation, access to a safe, access to deposit monies and/or access to significant inventory (warehouse)). For positions with unsupervised access to some cash and/or inventory (for example, a cashier), one or more convictions for property crimes shall be deemed to present some risk to ARAMARK, ARAMARK Clients and ARAMARK's customers and such Agency Employees shall be supplied to ARAMARK only if Agency determines, based on a complete analysis of the background check and any related information, that the risk posed by the Agency Employee to ARAMARK, ARAMARK Clients and ARAMARK's customers is not unreasonable.
- iii. *Drug offenses including convictions for (i) manufacturing, selling or distributing, and/or (ii) possession of illegal drugs* – ARAMARK generally does not deem individuals with convictions only for drug offenses to present an unreasonable risk to ARAMARK, except in particular situations – for example, when working with a vulnerable population. For Agency Employees whose criminal background check shows convictions only for drug offenses, Agency shall perform a complete analysis of the background check and any related information and may supply such Agency Employees to ARAMARK, provided that it determines the risk posed by the Agency Employee to ARAMARK, ARAMARK Clients and ARAMARK's customers is not unreasonable.
- iv. *Criminal convictions where applicable federal, state or local law precludes employment* – Federal, state and/or local law may preclude employment of persons convicted of certain crimes. These laws may be industry-specific (e.g., financial industry) or

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

may be predicated on access to a vulnerable population (e.g., healthcare or primary education), among other things. If an Agency Employee is precluded by applicable law from working within particular industries or with certain constituencies, it would present an unreasonable risk to ARAMARK for Agency to provide such Agency Employees to ARAMARK where such assignments would be in violation of applicable federal, state or local law. Likewise, Agency must comply with applicable ARAMARK Client requirements to the extent that such requirements are consistent with all applicable federal, state and local laws.

d. Agency may supply to ARAMARK any Agency Employees whose sexual offender registry information and/or criminal background check is reviewed and analyzed in accordance with sub-section c. above and who are determined by Agency not to pose an unreasonable risk to ARAMARK, ARAMARK Clients and ARAMARK's customers.

e. Upon request, Agency will (i) confirm that it has complied with the background check requirements described in this Section and (ii) provide copies of any and all required background checks. If ARAMARK requests that the background checks be sent with all personally identifying information redacted, Agency will comply with this request. In addition, upon request, Agency will provide to ARAMARK information regarding the analysis Agency performed with respect to any criminal background checks of Agency Employees either supplied to ARAMARK or considered for supply to ARAMARK. If information regarding this analysis is not retained in writing, Agency shall make available to ARAMARK immediately upon request a representative to explain verbally the analysis that was done. Agency shall be responsible for complying with all obligations under the Federal Fair Credit Reporting Act and any other applicable federal, state or local law related to background checks. ARAMARK shall have no responsibility to any Agency Employees with respect to these laws.

5. Access to Records.

In order to comply with the Federal Social Security Act and regulations thereunder, during the Term of this Agreement and for a period of four years thereafter, Agency agrees to make available to the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives this Agreement and all supporting books, documents, and records to the extent necessary to verify ARAMARK's payments under this Agreement. If Agency carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, then the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

SCHEDULE 1 TO EXHIBIT A

Criminal Background Check Search Requirements

| State | Search Requirement |
|--------------------|---------------------------|
| Alabama | Statewide Search |
| Alaska | Statewide Search |
| Arizona | County Search |
| Arkansas | Statewide Search |
| California | County Search |
| Colorado | Statewide Search |
| Connecticut | Statewide Search |
| Delaware | County Search |
| Florida | Statewide Search |
| Georgia - complete | Statewide Search |
| Georgia - limited | Statewide Search |
| Hawaii | Statewide Search |
| Idaho | County Search |
| Illinois | County Search |
| Indiana | Statewide Search |
| Iowa | Statewide Search |
| Kansas | Statewide Search |
| Kentucky | Statewide Search |
| Louisiana | County Search |
| Maine | Statewide Search |
| Maryland | County Search |
| Massachusetts | County Search |
| Michigan | Statewide Search |
| Mississippi | County Search |
| Minnesota | Statewide Search |
| Missouri | Statewide Search |
| Montana | Statewide Search |
| Nebraska | Statewide Search |
| Nevada | County Search |
| New Hampshire | County Search |
| New Jersey | Statewide Search |
| New Mexico | County Search |
| New York | Statewide Search |
| North Carolina | Statewide Search |
| North Dakota | Statewide Search |
| Ohio | County Search |
| Oklahoma | Statewide Search |
| Oregon | Statewide Search |
| Pennsylvania | County Search |
| Rhode Island | County Search |
| South Carolina | County Search |

CONFIDENTIAL AND PROPRIETARY TO ARAMARK

| | |
|---------------|------------------|
| South Dakota | Statewide Search |
| Tennessee | County Search |
| Texas | Statewide Search |
| Utah | County Search |
| Vermont | County Search |
| Virginia | County Search |
| Washington | Statewide Search |
| West Virginia | County Search |
| Wisconsin | County Search |
| Wyoming | County Search |