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

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

June 18, 2024

Date of Report (Date of earliest event reported)

Vestis Corporation

(Exact name of Registrant as Specified in its Charter)

Delaware

001-41783 (Commission File Number) 92-2573927 (IRS Employer Identification No.)

500 Colonial Center Parkway, Suite 140,

(State or other Jurisdiction of Incorporation)

Roswell, Georgia (Address of Principal Executive Offices) **30076** (Zip Code)

(470) 226-3655

(Registrant's Telephone Number, Including Area Code)

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))

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

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

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

Emerging growth company \square

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

Item 1.01. Entry into a Material Definitive Agreement.

On June 18, 2024, Vestis Corporation (the "Company") and Keith A. Meister and Corvex Management LP (collectively, "Corvex") entered into a letter agreement (the "Agreement") that provides for, among other terms, certain customary standstill restrictions during the period from the date of the Agreement through the date Mr. Meister is no longer serving on the Company's Board of Directors (the "Board").

A copy of the Agreement is filed with this Current Report on Form 8-K and attached hereto as Exhibit 10.1 and incorporated by reference herein. The foregoing description of the Agreement is not complete and is qualified in its entirety by reference to the full text of the Agreement.

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

On June 18, 2024, Mr. Meister was appointed to the Board as a Class I director, with a term expiring at the first annual meeting of stockholders to be held by the Company following the spin-off from Aramark. Mr. Meister will be up for re-election at such meeting for a two-year term to expire at the third annual meeting of stockholders to be held by the Company following the spin-off from Aramark. With the appointment of Mr. Meister, the size of the Board is set at nine directors, seven of whom are independent.

The Board has determined that Mr. Meister is independent and meets the applicable independence requirements of the New York Stock Exchange and the Company's Corporate Governance Guidelines. There are no transactions in which Mr. Meister had or will have an interest that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Mr. Meister will receive cash and equity compensation for Board service commensurate with the Company's other non-employee directors.

In connection with Mr. Meister's appointment to the Board, the Company will enter into an indemnification agreement (the "Indemnification Agreement") with Mr. Meister similar to the indemnification agreements entered into with all other members of the Board. The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Indemnification Agreement, which was filed as Exhibit 10.4 to the Company's Form 10-K for the fiscal year ended September 19, 2023, filed with the Securities and Exchange Commission on December 21, 2023.

A copy of the Company's press release announcing Mr. Meister's appointment is attached hereto as Exhibit 99.1.

To the extent applicable, the information above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Item 5.08. Shareholder Director Nominations

To the extent applicable, the information below in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.08.

Item 8.01. Other Events

2025 Annual Meeting

The Company will hold its annual meeting of stockholders (the "2025 Annual Meeting") on Monday, January 27, 2025, which will be the Company's first annual meeting as a public company following the completion of the spin-off from Aramark, effective at 12:01 a.m., Eastern Time, on September 30, 2023.

Deadlines for submission of stockholder proposals and nominations are set out below. In accordance with the Company's Amended and Restated Bylaws (the "Bylaws"), stockholder proposals and nominations should be addressed to Corporate Secretary, Vestis Corporation, 500 Colonial Center Parkway, Suite 140, Roswell, Georgia 30076. You may write to the Company's Corporate Secretary to request a copy of the relevant bylaw provisions regarding the requirements for making stockholder proposals and nominating director candidates pursuant to the Bylaws.

- Deadline for Rule 14a-8 Stockholder Proposals. We have set September 29, 2024, as the deadline for a holder of our common stock who wishes to submit a proposal for inclusion in the proxy statement for the 2025 Annual Meeting pursuant to Rule 14a-8 ("Rule 14a-8") promulgated under the Exchange Act, which the Company has determined to be a reasonable time before it expects to begin to print and distribute its proxy materials prior to the 2025 Annual Meeting. Any such proposal must also meet the requirements set forth in the rules and regulations of the Exchange Act in order to be eligible for inclusion in the proxy materials for the 2025 Annual Meeting.
- Deadline for "Proxy Access" Director Nominations. In accordance with our Bylaws, notice by eligible stockholders of director nominations to be included in the Company's proxy materials for the 2025 Annual Meeting pursuant to Section 8 of our Bylaws must be received no earlier than September 29, 2024 and no later than October 29, 2024. Notice must also comply with the other requirements in our Bylaws and other applicable laws.
- Deadline for Other Stockholder Proposals. In accordance with our Bylaws, notice of stockholder proposals intended to be presented at but not included in proxy materials for the 2025 Annual Meeting, including director nominations or any other business, must be received no earlier than September 29, 2024 and no later than October 29, 2024. Notice must also comply with the other requirements in our Bylaws and other applicable laws.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
	Letter Agreement, dated June 18, 2024, by and among the Company and Keith A. Meister and Corvex Management LP. Press release of Vestis Corporation. dated June 20, 2024.

99.1Press release of Vestis Corporation, dated June 20, 2024.104Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Vestis Corporation

By: /s/ Rick Dillon

Name: RICK DILLON

Executive Vice President and Chief Financial Officer (principal financial Title: officer)

Date: June 20, 2024

June 18, 2024

Corvex Management LP 667 Madison Avenue New York, New York 10065 Attn: Keith Meister

Ladies and Gentlemen:

Vestis Corporation (the "<u>Company</u>"), on the one hand, and Keith A. Meister and Corvex Management LP ("<u>Corvex</u>," and together with Mr. Meister, the "<u>Corvex Group</u>"), on the other hand, have mutually agreed to the terms contained in this letter (this "<u>Letter Agreement</u>"). For purposes of this Letter Agreement, we refer to each of the Company, Mr. Meister and Corvex as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>."

1. Standstill.

(a) From the date hereof until the Expiration Date (as defined below) (the "Standstill Period"):

None of the members of the Corvex Group or any controlled Affiliate or controlled Associate of any member of the Corvex Group (such controlled Associates and controlled Affiliates, collectively and individually, the "<u>Investor Affiliates</u>") shall (For purposes of this Letter Agreement, the terms "<u>Affiliate</u>" and "<u>Associate</u>" shall have the respective meanings set forth in Rule 12b-2 promulgated by the Securities and Exchange Commission (the "<u>SEC</u>") under the Securities Exchange Act of 1934, as amended (the "<u>Exchange Act</u>") (provided, however, that for purposes of this Letter Agreement, the members of the Corvex Group and their Affiliates and Associates, on the one hand, and the Company and its Affiliates and Associates, on the other hand, shall not be deemed to be "Affiliates" or "Associates", as applicable, of one another; provided, further, that clients and portfolio companies of clients or affiliated funds shall only be deemed to be "controlled" to the extent that the Corvex Group has control over the voting or dispositive decisions of such client account or portfolio company such that the Corvex Group would have direct or indirect beneficial ownership over any securities held by such client account or portfolio company under Regulation 13D-G under the Exchange Act) and the term "person" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature):

(i) solicit proxies or written consents of stockholders with respect to, or from the holders of, shares of the Company's common stock, par value \$0.01 per share ("<u>Common Stock</u>") or any other securities of the Company entitled to vote in the election of directors of the Company, or securities convertible into, or exercisable or exchangeable for, Common Stock or such other securities (collectively, "<u>Voting Securities</u>"), or make, or in any way participate in (other than by voting its shares of Voting Securities in a way that does not violate this Letter Agreement), any solicitation (within the meaning of Rule 14a-1(l) promulgated by the SEC under the Exchange Act) of any proxy, consent or other authority to vote any Voting Securities with respect to any matter, otherwise conduct any nonbinding referendum with respect to the Company, or become a participant in, support or encourage, or seek to advise, assist or influence any person or entity in, any solicitation with respect to the Company not approved and recommended by the board of directors of the Company ("<u>Board</u>"), including relating to the removal or the election of directors, other than solicitations or acting as a participant in support of all of the Company's nominees;

(ii) except as expressly permitted by <u>Section 2</u> of this Letter Agreement, make or issue, or cause to be made or issued, any public disclosure, statement or announcement (including the filing or furnishing of any document or report with the SEC or any other governmental agency or any disclosure through social media or to any journalist, member of the media or securities analyst) (x) in support of any action described in clauses (i) above, or (y) negatively commenting upon or disparaging the Company, including the Company's corporate strategy, business, corporate activities, Board or management or any person who has served as a director or member of management of the Company in the past in their capacity as such (and including making any statements critical of the Company's business, strategic direction, capital structure or compensation practices); and

(iii) acquire, agree or seek to acquire, by purchase or otherwise, or make any proposal or offer to acquire, or announce any intention to acquire, directly or indirectly, beneficially or otherwise, any Voting Securities or any property, asset or business of the Company (other than securities issued pursuant to a plan established by the Board for members of the Board or a stock split, stock dividend or similar corporate action initiated by the Company with respect to any securities beneficially owned by the members of the Corvex Group and any Investor Affiliates on the date of this Letter Agreement) if, immediately after such acquisition, the members of the Corvex Group and any Investor Affiliates, collectively, would, in the aggregate, "beneficially own" within the meaning of Rule 13d-3 under the Exchange Act more than 15.0%, or have economic exposure to more than 17.0%, of the outstanding shares of any class of Voting Securities (provided, that any Voting Securities beneficially owned by the Corvex Group or any Investor Affiliates that are convertible into, or exercisable or exchangeable for, Common Stock or any other class of securities of the Company entitled to vote in the election of directors of the Company shall be treated on an as-converted basis).

(b) Keith A. Meister and Corvex agree that if the members of the Corvex Group (including for this purpose any funds and accounts with respect to which (A) one (1) or more members of the Corvex Group are the only general partners or managing members or act as the only investment managers and (B) voting power or investment power (within the meaning of Rule 13d-3 promulgated by the SEC under the Exchange Act are not delegated to or shared with any person or entity other than a member of the Corvex Group or any of its controlled Affiliates) collectively do not hold at least 8,503,939 shares of Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Corvex Group Minimum Ownership Requirement?") (and the Corvex Group shall contemporaneously notify the Company at such time as the Corvex Group Minimum Ownership Requirement is not met, Mr. Meister shall tender his resignation as a director to the Board, and the Nominating, Governance and Corporate Responsibility Committee of the Board (the "<u>Governance Committee</u>") shall make a recommendation to the Board as to whether to accept or reject the tendered resignation. Mr. Meister shall not participate in the recommendation of the Governance Committee or the decision of the Board with respect to his resignation.

2. <u>Press Release</u>. The Parties agree that the Company will issue the press release attached to this Letter Agreement as <u>Exhibit A</u> promptly (and in no event later than June 20, 2024) following the execution and delivery of this Letter Agreement by the Parties.

3. Termination. This Letter Agreement shall terminate on the date that Keith A. Meister is no longer serving as a director of the Board (the "Expiration Date").

4. <u>Policies and Indemnification</u>. The Corvex Group acknowledges that Keith A. Meister has received copies of all Company policies and guidelines applicable generally to directors serving on the Board in their individual capacity in effect on the date hereof (the "<u>Policies</u>") and Mr. Meister shall provide to the Company such certifications or acknowledgments in respect of Mr. Meister's compliance with the Policies as the Company may from time to time require from each of the other directors serving on the Board.

Except as may be subsequently waived by Corvex or Mr. Meister in writing, Mr. Meister shall, in his capacity serving as a director of the Board, have the same rights and benefits, including with respect to insurance, indemnification, compensation, expense reimbursement, and fees, as are applicable to all Independent (as defined below) directors of the Board, in each case subject to this Letter Agreement. Notwithstanding the foregoing, the Company hereby acknowledges that Keith A. Meister (the "Indemnitee") may have certain rights to other indemnification, advancement of expenses and/or insurance from sources related to or retained by the Corvex Group (collectively, the "<u>Other Indemnitors</u>"). Notwithstanding any provision in the indemnite is entitled to the advancement of expenses or to indemnification pursuant to the Company hereby agrees that, to the extent permitted under applicable law, (i) solely to the extent the Indemnitee is entitled to the advancement of expenses or to indemnification pursuant to the Company and an Indemnitee ("<u>Valid Indemnification</u>"), the Company is the indemnitor of first resort (i.e., its obligations to so advance expenses or provide indemnification to the Indemnitee are primary and any obligation of the Other Indemnitors to so advance expenses or provide indemnification is secondary), and (ii) the Company irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect of such Valid Indemnification regardless of whether Indemnitee has actually received indemnification, advancement of expenses and/or insurance from the Company under this Letter Agreement, the Company's organizational documents or insurance or otherwise. Notwithstanding any termination of this Letter Agreement (including pursuant to <u>Section 3</u>) or anything to the contrary herein, no termination shall relieve the Company of its obligations with respect to indemnification and no subroga

5. <u>Counterparts</u>. This Letter Agreement may be executed in two or more counterparts, each of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to the other Party (including by means of electronic delivery or facsimile).

6. <u>Specific Performance</u>. Each Party acknowledges and agrees that irreparable injury to the other Party would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached and that money damages are not an adequate remedy for such a breach. Accordingly, the Parties hereby agree that in the event of any breach or threatened breach by one of the Parties of any of its respective covenants or obligations set forth in this Letter Agreement, the other Party shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Letter Agreement and to specifically enforce the terms and provisions of this Letter Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Letter Agreement. Each Party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent breaches or threatened breaches of, or to enforce the terms and provisions of this Letter Agreement by such Party, and to specifically enforce the terms and provisions of this Letter Agreement to prevent breaches or streatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Letter Agreement; provided, however, that nothing in this Letter Agreement shall prevent a Party from raising equitable defenses in any such proceeding. Each Party agrees to waive any bonding requirement under any applicable law in the case any other Party seeks to enforce the terms of this Letter Agreement by way of equitable relief.

7. <u>Applicable Law and Jurisdiction</u>. This Letter Agreement will be governed by, and enforced in accordance with, the laws of the State of Delaware without reference to conflicts of laws principles. Each of the Parties irrevocably agrees that any legal action or proceeding based on or arising out of this Letter Agreement will be brought exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any appropriate state or federal court within the State of Delaware. Each of the Parties irrevocably waives the right to trial by jury in any such action or proceeding. Each of the Parties hereby irrevocably submits to the personal jurisdiction of the aforesaid courts for purposes of any legal action or proceeding based on or arising out of this Letter Agreement, and irrevocably waives any argument that such courts are an inconvenient or improper forum for any such action or proceeding. Each Party consents to service of process by a reputable overnight delivery service, signature requested, to the address of such Party's principal place of business or as otherwise provided by applicable law.

8. <u>Notices</u>. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing (including electronic format) and shall be deemed validly given, made or served, if (i) given by email, when such email is transmitted to the email address set forth below and the appropriate confirmation is received or (ii) if given by any other means, when actually received during normal business hours at the address set forth below:

If to the Corvex Group, to:

Corvex Management LP 667 Madison Avenue New York, NY 10065 Attention: Keith A. Meister and Patrick J. Dooley Email: KMeister@corvexcap.com / PDooley@corvexcap.com

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Doug Rappaport and Jason Koenig Email: drappaport@akingump.com / jkoenig@akingump.com

If to the Company, to:

Vestis Corporation 500 Colonial Center Parkway, Suite 140 Roswell, Georgia 30076 Attention: Timothy R. Donovan and Edward A. Friedler Email: tim.donovan@vestis.com / ed.friedler@vestis.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP 555 13th St. NW Washington, DC 20004 Attention: John B. Beckman and Rupa R. Briggs Email: john.beckman@hoganlovells.com / rupa.briggs@hoganlovells.com

9. <u>Entire Agreement; Amendment</u>. This Letter Agreement contain the entire understanding of the Parties with respect to the subject matter hereof or thereof. Any previous agreements among the Parties relating to the specific subject matter hereof are superseded by this Letter Agreement. Neither this Letter Agreement nor any provision hereof (including this <u>Section 9</u>) may be amended, changed or waived except by a written instrument signed by the party against whom enforcement of any such amendment, change or waiver is sought, which shall be effective only to the extent specifically set forth in such written instrument.

If the terms of this Letter Agreement are in accordance with your understanding, please sign below and this Letter Agreement will constitute a binding agreement among us.

VESTIS CORPORATION

By: /s/ Kim T. Scott

Name: Kim T. Scott Title: President & Chief Executive Officer

Acknowledged and agreed to as of the date first written above:

CORVEX MANAGEMENT LP

By: /s/ Keith A. Meister Name: Keith A. Meister Title: Managing Partner

/s/ Keith A. Meister Keith A. Meister EXHIBIT A

PRESS RELEASE

Vestis Appoints Keith Meister to the Board of Directors

ATLANTA -- (BUSINESS WIRE) -- Vestis Corporation (NYSE: VSTS) ("Vestis" or the "Company"), a leading provider of uniforms and workplace supplies, today announced the appointment of Keith Meister to the Company's Board of Directors, effective immediately. His appointment increases the size of the Board from eight to nine directors, seven of whom, including Mr. Meister, are independent.

Mr. Meister is the founder, Managing Partner and Chief Investment Officer of Corvex Management LP (together with certain of its affiliates, "Corvex"), an investment management firm which beneficially owns 12.9% of the Company's outstanding common stock. Mr. Meister has extensive boardroom experience and currently serves as a director on the boards of GeneDx Holdings Corp. and MGM Resorts International, and previously served on the boards of Yum! Brands, Inc., The Williams Companies, The ADT Corporation and Ralcorp Holdings, among others.

"We are pleased to welcome Keith to the Vestis Board of Directors," said Phillip Holloman, Chairman of the Board. "We believe his valuable financial and investment expertise, in addition to his notable track record of public company board experience, will prove a strong addition to our Board. This underscores our ongoing commitment to good corporate governance, evolving our Board composition and adding different and additive perspectives."

"I look forward to continuing my constructive engagement with the management team and Board as we work together to improve results and enhance shareholder value," said Mr. Meister. "I am confident Vestis has the right strategy in place to capitalize on its position as one of the key players in a large, growing and fragmented industry, servicing a well-diversified customer base. Corvex's substantial investment underscores my belief in the opportunity ahead."

Kim Scott, President and Chief Executive Officer of Vestis, added, "We look forward to benefitting from Keith's investor perspective and mindset in the boardroom, and we welcome him to our Board. We have enjoyed a very constructive and supportive dialogue about Vestis' pathway to long-term value creation, rooted in our strategic plan to deliver high-quality growth, efficient operations, and disciplined capital allocation."

The Company is concurrently filing a Form 8-K regarding Mr. Meister's appointment to the Board and a related letter agreement between the parties.

About VestisTM

Vestis is a leader in the B2B uniform and workplace supplies category. Vestis provides uniform services and workplace supplies to a broad range of North American customers from Fortune 500 companies to locally owned small businesses across a broad set of end sectors. The Company's comprehensive service offering primarily includes a full-service uniform rental program, floor mats, towels, linens, managed restroom services, first aid supplies, and cleanroom and other specialty garment processing.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the securities laws. All statements that reflect our expectations, assumptions, or projections about the future, other than statements of historical fact, are forward-looking statements, including, without limitation, statements regarding our strategy for growth and pathway to long-term value creation. In some cases, forward-looking statements can be identified by words such as "strategy," "opportunity," "will," "helping," "plan," "believe," and other words and terms of similar meaning or the negative versions of such words. These forward-looking statements are subject to risks and uncertainties that may change at any time, and actual results or outcomes may differ materially from those that we expected. Forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict including, but not limited to: unfavorable economic conditions; increases in fuel and energy costs; the failure to retain current customers, renew existing customer contracts and obtain new customer contracts; natural disasters, global calamities, climate change, pandemics, strikes and other adverse incidents; increased operating costs and obstacles to cost recovery due to the pricing and cancellation terms of our support services contracts; a determination by our customers to reduce their outsourcing or use of preferred vendors; risks associated with suppliers from whom our products are sourced; challenge of contracts by our customers; our expansion strategy and our ability to successfully integrate the businesses we acquire and costs and timing related thereto; currency risks and other risks associated with international operations; our inability to hire and retain key or sufficient qualified personnel or increases in labor costs; continued or further unionization of our workforce; liability resulting from our participation in multiemployer-defined benefit pension plans; liability associated with noncompliance with applicable law or other governmental regulations; laws and governmental regulations including those relating to the environment, wage and hour and government contracting; increases or changes in income tax rates or tax-related laws; new interpretations of or changes in the enforcement of the government regulatory framework; a cybersecurity incident or other disruptions in the availability of our computer systems or privacy incidents; stakeholder expectations relating to environmental, social and governance considerations; the expected benefits of the separation from Aramark and the risk that conditions to the separation will not be satisfied; the risk of increased costs from lost synergies; retention of existing management team members as a result of the separation from Aramark; reaction of customers, employees and other parties to the separation from Aramark, and the impact of the separation on our business; our leverage and ability to meet debt obligations; any failure by Aramark to perform its obligations under the various separation agreements entered into in connection with the separation and distribution; a determination by the IRS that the distribution or certain related transactions are taxable; and the and the timing and occurrence (or non-occurrence) of other transactions, events and circumstances which may be beyond our control. The above list of factors is not exhaustive or necessarily in order of importance. For additional information on identifying factors that may cause actual results to vary materially from those stated in forward-looking statements, see Vestis' filings with the Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it is made, and we assume no obligation to update or revise such statement, whether as a result of new information, future events or otherwise, except as required by applicable law.

Investors Michael Aurelio, CFA 470-653-5015 michael.aurelio@vestis.com

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Ted McHugh / Hunter Stenback / Marco Castellani Edelman Smithfield vestis@edelmansmithfield.com