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

FORM 8-K

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

Date of Report (Date of earliest event reported): November 28, 2023

Vestis Corporation

(Exact name of registrant as specified in its charter)

(State or other jurisdiction
of incorporation)
Delaware

(Commission
File Number)
001-41783

(I.R.S. Employer
Identification No.)
92-2573927

**500 Colonial Center Parkway, Suite 140
Roswell, Georgia 30076**
(Address of principal executive offices)
(Zip Code)

Registrant's telephone number, including area code: (470) 226-3655

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:

- 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 240.13(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

(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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

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

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

Management Incentive Bonus Plan

On November 28, 2023, the Compensation and Human Resources Committee (the “Committee”) of the Board of Directors (the “Board”) of Vestis Corporation (the “Company”) adopted the Company’s Management Incentive Bonus Plan (the “Incentive Bonus Plan”). Under the Incentive Bonus Plan, designated employees of the Company, including executive employees in career bands one through three (which includes the Company’s executive officers), will be eligible to receive cash incentive bonuses, generally based upon the attainment of pre-established performance measures with respect to a specified performance period (generally, the Company’s fiscal year).

Incentive bonus opportunities and performance measures for the applicable performance period will be established on the terms and conditions determined by the Committee or such other person or persons designated under the Incentive Bonus Plan. The Committee (or such other person or persons designated under the Incentive Bonus Plan) retains the discretion to change the bonus opportunity or adjust the award that becomes payable under the Incentive Bonus Plan. The Incentive Bonus Plan may be amended or terminated by the Committee.

The Incentive Bonus Plan is effective on September 30, 2023 and will apply with respect to the Company’s incentive awards payable in respect of the Company’s fiscal years commencing with fiscal year 2024.

The foregoing summary description of the Incentive Bonus Plan does not purport to be complete and is subject to, and qualified in its entirety by, the full text of such Incentive Bonus Plan, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Deferred Compensation Plan

On November 28, 2023, the Committee adopted the Company’s Deferred Compensation Plan (the “Deferred Compensation Plan”). Under the Deferred Compensation Plan, non-employee directors will be able to elect to defer all or a portion of their annual retainer, chair fees and annual equity compensation payable to the director pursuant to restricted stock unit awards or similar awards under the Company’s 2023 Long-Term Incentive Plan (“LTIP”). Similarly, eligible executives (including the Company’s executive officers) may elect to defer all or a portion of their base salaries, annual incentives and equity compensation attributable to performance stock units and restricted stock units award(s) or similar awards under the LTIP. Such deferral elections must be made in advance in accordance with rules and procedures determined under the Deferred Compensation Plan and will include an election as to the time and form of payment of deferred amounts.

All amounts deferred under the Plan will be credited to either an “equity account,” which is denominated in shares of Company common stock, or a “deferral account,” which is denominated in US dollars. Under the Plan, deferrals of remuneration and compensation payable in cash are credited to deferral accounts and deferrals of equity-based awards are credited to equity accounts. Equity accounts are also credited with additional stock units (“dividend equivalent units”) in the event that dividends are paid with respect to shares of the Company’s common stock. Transfers between deferral accounts and equity accounts are not permitted.

Amounts credited to equity accounts (including dividend equivalent units related to deferred equity awards) are subject to the same vesting conditions as would have applied had the stock-based award not been deferred. Deferral accounts under the Plan are credited with earnings at a rate equal to Moody’s Corporate Baa Bond Index rate as of the month of October for the year preceding the year to which the rate applies or based on such other hypothetical investments determined by the administrator from time to time. Amounts payable from a participant’s deferral account will be settled in cash. Amounts credited to equity accounts are settled in shares of the Company’s common stock from the shares reserved under the LTIP (with cash being issued for any fractional share amounts distributed).

The right of each participant to receive payments or distributions under the Plan is that of a general, unsecured creditor of the Company.

The Deferred Compensation Plan is effective as of January 1, 2024 and will apply to deferrals of remuneration and compensation otherwise payable for periods after (or equity-based awards granted after) December 31, 2023.

The foregoing summary description of the Deferred Compensation Plan does not purport to be complete and is subject to, and qualified in its entirety by, the full text of such Deferred Compensation Plan, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Item 9.01. *Financial Statements and Exhibits.*

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Vestis Corporation Management Incentive Bonus Plan.
10.2	Vestis Corporation Deferred Compensation Plan.
104	Cover 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

Date: December 1, 2023

By: /s/ Rick Dillon

Name: Rick Dillon

Title: Executive Vice President and Chief Financial Officer

VESTIS CORPORATION
MANAGEMENT INCENTIVE BONUS PLAN
(Effective as of September 30, 2023)

1. **Introduction; Purpose.** The purpose of the Vestis Corporation's Management Incentive Bonus Plan (the "**Plan**") is to provide a means through which the Company and its Affiliates may provide an annual cash bonus award to eligible employees for the achievement of performance objectives. The Plan shall be effective as of the Distribution Date, provided that it is approved by the Board as of such date.
2. **Definitions.** For purposes of the Plan, the terms listed below have the following meanings:
 - (a) "**Administrator**" means (i) the Compensation and Human Resources Committee of the Board, with respect to actions under this Plan related to the Chief Executive Officer, any Executive Level direct reports to the Chief Executive Officer and any of the Company's other executive officers as defined under the Exchange Act (hereinafter the "**Covered Management**"), (ii) the Chief Executive Officer, with respect to actions under this Plan related to Participants in career bands 2 and 3 who are not Covered Management, or (iii) the Executive Vice President, Human Resources (or any equivalent successor position) with respect to actions under this Plan related to all other Participants.
 - (b) "**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person. The term "control" as used in the Plan means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms "controlled" and "controlling" have meanings correlative to the foregoing.
 - (c) "**Board**" means the Board of Directors of the Company.
 - (d) "**Bonus Award**" means the amount of the annual bonus for a given Performance Year payable to a Participant, as determined by the Administrator in accordance with the Bonus Award Formula and in accordance with the terms and conditions of the Plan and the Bonus Formula Methodology approved by the Administrator for the applicable Performance Year. A Bonus Award is not payable to a Participant until it is earned and vested in accordance with the terms of the Plan.
 - (e) "**Bonus Award Formula**" means, for a Performance Year, the methodology to be used to calculate the Bonus Award for each Participant, as set forth in the Bonus Formula Methodology for such Performance Year. Application of the Bonus Award Formula in the calculation of any Bonus Award shall be subject to the terms and conditions of the Plan and the Bonus Formula Methodology for the applicable Performance Year.

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- (f) **“Bonus Formula Methodology”** means, for any Performance Year, the methodology to be used to calculate the Bonus for each Participant, as approved by the Administrator for such Performance Year.
- (g) **“Company”** means Vestis Corporation, a Delaware corporation, or any successor thereto.
- (h) **“Completion Multiple”** means a fraction, the numerator of which shall equal the total number of calendar days during the Termination Year during which the Participant was employed by and actively at work for the Company and its Affiliates on or prior to his or her Termination Date, and the denominator of which shall be 365 (366 if the Termination Year is a leap year). Notwithstanding the foregoing, the Company, in its discretion, may apply an alternative method of proration that approximates the foregoing proration, such as payroll periods or months.
- (i) **“Disability”** means a “permanent disability” as defined in the Company’s long-term disability plan as in effect from time to time, or if there shall be no such plan, the inability of a Participant to perform in all material respects the Participant’s duties and responsibilities to the Company or any of its Affiliates for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period by reason of a physical or mental incapacity; provided, however, that if a Bonus Award is subject to Section 409A and payment is on account of “Disability,” the term has the meaning specified in Section 409A for purposes of payment of amounts subject to Section 409A.
- (j) **“Distribution Date”** has the meaning set forth in the Employee Matters Agreement.
- (k) **“Employee”** means any salaried employee of the Company or an Affiliate.
- (l) **“Employee Matters Agreement”** means the Employee Matters Agreement between Aramark and the Company dated September 5, 2023.
- (m) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.
- (n) **“Maximum Amount”** means, if applicable, the maximum amount, if any, of a Participant’s Bonus Award set forth in the Bonus Formula Methodology for the applicable Performance Year but in no event shall exceed 200% of a Participant’s Target Bonus Opportunity.
- (o) **“Payment Date”** means the date on which the Bonus Award for a Performance Year is paid to a Participant, which date shall be as soon as practicable after receipt of the audited fiscal year-end financial reports, but in no event more than 2.5 months after the end of the calendar year in which the last day of the Performance Year occurred, as determined by the Administrator.

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- (p) **“Performance”** means the extent to which the performance targets (including, if applicable, percentage levels of performance) and other components of the Bonus Award Formula have been achieved for a Performance Year.
 - (q) **“Performance Year”** means the Company’s fiscal year, or a portion thereof specified by the Administrator as the period over which Performance is to be measured pursuant to the Bonus Award Formula for that period. Unless otherwise specified by the Administrator, the Performance Year shall be the fiscal year.
 - (r) **“Person”** means a “person” as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act.
 - (s) **“Retirement”** means with respect to a Participant, the Participant’s Termination Date that occurs on or after achieving age 60 and five (5) years of service with the Company and its Affiliates (and/or any of their respective predecessors) and that does not occur for any other reason.
 - (t) **“Target Bonus Opportunity”** means an amount (specified as such or determined pursuant to a formula) and denominated in local currency that a Participant potentially may earn as a Bonus Award in respect of a specified Performance Year at the targeted level of Performance. A Target Bonus Opportunity constitutes only a conditional right to receive a Bonus Award and does not guarantee receipt of a Bonus Award or any level of Bonus Award based on Performance or otherwise.
 - (u) **“Termination Date”** means the date on which a Participant’s employment with the Company and its Affiliates terminates for any reason. A transfer of a Participant’s employment between and among the Company or an Affiliate shall not be deemed to constitute a termination of employment for purposes of the Plan.
 - (v) **“Termination Year”** means the Performance Year in which a Participant’s Termination Date occurs.

3. **Eligibility.** The Chief Executive Officer, all executive Employees in career bands 1 through 3 and any other Employee designated by the Administrator are eligible to participate in this Plan (“**Participants**”).

4. **Determination of Bonus Award Formula and Target Bonus Opportunities.**

- (a) **Establishment of Bonus Award Formula.** Within the first ninety (90) days of the Performance Year, the Administrator shall establish the Bonus Award Formula for the Performance Year.
- (b) **Establishment of Target Bonus Opportunities.** For each Performance Year, the Administrator shall designate, for each Participant, such Participant’s Target Bonus Opportunity. Target Bonus Opportunities will be denominated in cash and all Bonus Awards will be payable in cash.

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- (c) **Newly Eligible Participants.** In the case of an Employee who becomes a Participant after the beginning of a Performance Year, the Administrator shall designate, prior to the date on which such Employee becomes a Participant, such individual's Target Bonus Opportunity for the portion of the Performance Year remaining after he or she becomes a Participant.
 - (d) **Written Determinations.** Determinations by the Administrator under this Section 4, including Target Bonus Opportunities for each Participant, the level of Performance for the Performance Year and the amount of the Bonus Award for each Participant shall be recorded in writing as determined in such form as the Administrator may determine.

5. **Determination and Payment of Bonus Award.**

- (a) **Determination.** As soon as practicable after the end of the Performance Year and prior to the Payment Date, the Administrator shall determine the amount of the Bonus Award to be paid to each Participant for the Performance Year. Subject to the terms and conditions of the Plan, the Bonus Awards shall be determined in accordance with the Bonus Award Formula for the Performance Year. Unless otherwise specifically provided in the Plan or determined by the Administrator (or otherwise specifically provided under a separate agreement, plan or policy conferring rights on the Participant), the Bonus Award shall be earned and vested upon the Payment Date and only with respect to a Participant who remains actively employed by the Company or an Affiliate on the Payment Date for the applicable Performance Year, unless otherwise required by applicable law.
- (b) **Payment.** Any Bonus Award for a Performance Year shall be paid by the Company, or the Affiliate that employs the Participant, less appropriate tax withholdings and taking into account any adjustments pursuant to the Plan, no later than the Payment Date for such Performance Year. Except as otherwise provided herein or as provided by the Administrator in accordance with its authority under the Plan, if a Participant's Termination Date occurs prior to the Payment Date for any Performance Year, the Participant shall not be entitled to payment of a Bonus Award for such Performance Year (including the Bonus Award for any completed Performance Year for which the Payment Date has not yet occurred) and the Participant shall have no further rights under the Plan.
- (c) **Partial Year.** If a Participant has worked any portion of the relevant performance year, but less than the entire relevant Performance Year, and is still employed at the end of the relevant Performance Year, the Participant will be eligible to receive a pro-rata share of the Bonus Award (for example, if a Participant has worked for 9 months in the relevant Performance Year, the Participant will be eligible to receive 75% of the Bonus Award).

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- (d) **Termination.** Notwithstanding the provisions of subsection 5(a), except as otherwise provided herein or as provided by the Administrator in accordance with its authority under the Plan, in the event that a Participant's Termination Date occurs due to his or her death, Retirement or Disability:
- (i) the Participant's Bonus for the Termination Year shall be equal to the amount of the Bonus that the Participant would have been entitled to receive for that Performance Year (determined in accordance with Section 4 and subsection 5(a)) had his or her Termination Date not occurred prior to the Payment Date for the Termination Year, multiplied by the Completion Multiple;
 - (ii) if the Termination Date occurs after the end of a Performance Year and prior to the Payment Date for such Performance Year, the Participant's Bonus for such Performance Year shall be equal to the amount of the Bonus that the Participant would have been entitled to receive for that Performance Year (determined in accordance with Section 4 and subsection 5(a)); and
 - (iii) notwithstanding that the Participant's Termination Date occurs prior to the Payment Date for the applicable Performance Year, the Participant shall be entitled to payment of the Bonus described under paragraph (i) and/or (ii), such Bonuses shall be earned and vested as of the Termination Date and such Bonuses shall be paid as of the Payment Date for the applicable Performance Year with respect to Participants whose Termination Date has not occurred.

6. **Deferral.** Payment of all or part of a Bonus Award may be deferred in accordance with procedures established by the Company and amended from time to time, in accordance with the applicable deferral provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and all regulations, guidance and other interpretative guidance issued thereunder ("**Section 409A**").

7. **Amendment and Termination.** The Compensation and Human Resources Committee of the Board may, at any time, amend, alter, suspend, discontinue or terminate this Plan, and such action shall not be subject to the approval of the Company's stockholders or Participants; provided, however, that, without the consent of the Participant, no such action shall materially impair the rights of a Participant with respect to a Bonus that has been earned and vested in accordance with the terms of the Plan.

8. **Administration.**

- (a) **Authority of the Administrator.** The Plan shall be administered by the Administrator, which shall have full and final authority and discretion, in each case subject to and consistent with the provisions of the Plan and any applicable laws or regulations, to:
 - (i) select, or determine the method of selecting, Employees who will receive the grant of a Target Bonus Opportunity under the Plan for a Performance Year (and thereby become a Participant in the Plan for such Performance Year);

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- (ii) establish the Bonus Award Formula for a Performance Year;
 - (iii) Target Bonus Opportunities to Participants and determine the amount of Bonus Awards to be paid under the Plan for any period;
 - (iv) modify the Bonus Award Formula, any Target Bonus Opportunity or, prior to the date on which it is earned and vested, any Bonus Award otherwise payable under the Plan, whether based on the Bonus Award Formula, Performance or otherwise, including decreasing such amounts as described herein;
 - (v) adopt, amend, suspend or waive any such rules, regulations and guidelines for interpreting, implementing and administering the Plan as it deems necessary or proper;
 - (vi) conclusively construe and interpret the Plan documents and correct defects, supply omissions or reconcile inconsistencies therein;
 - (vii) employ attorneys, consultants, accountants, and other persons in connection with the administration of the Plan; and
 - (viii) make all other decisions and determinations as the Administrator may deem necessary or advisable for the administration of the Plan.
- (b) ***Binding Effect of Administrator Actions.*** All actions taken and all interpretations and determinations made by the Administrator with respect to the Plan shall be final and binding upon the Participants, the Company and all other interested persons.
 - (c) ***Manner of Exercise Administrator Authority.*** The express grant of any specific power to the Administrator, and the taking of any action by the Administrator, shall not be construed as limiting any power or authority of the Administrator.
 - (d) ***Delegation of Authority.*** The Administrator may delegate to one or more officers or managers of the Company or an Affiliate, or committees thereof, the authority, subject to such terms as the Administrator shall determine, to perform such functions, including administrative functions, as the Administrator may determine, to the extent that such delegation is permitted under the applicable provisions of the Delaware General Corporation Law and the provisions of the Plan.
 - (e) ***Limitation of Liability.*** Each person acting in their capacity as Administrator, and each person acting pursuant to authority delegated by the Administrator, shall be entitled, in good faith, to rely or act upon any report or other information furnished by any executive officer, other officer or employee of the Company or its Affiliates, or the Company's independent auditors, consultants or other agents assisting in the administration of the Plan. Each person acting as the Administrator or pursuant to authority delegated by the Administrator, and any officer or employee of the Company or any of its Affiliates acting at the direction or on behalf of the Administrator or a delegate, shall not be personally liable for any action or

determination taken or made in good faith with respect to the Plan and shall, to the fullest extent permitted by law and the Company's By-Laws, be fully indemnified and protected by the Company with respect to any such action or determination.

- (f) **Adjustment to Payments.** Notwithstanding anything to the contrary contained herein, the Administrator shall have the authority to change the Target Bonus Opportunity of any Participant based upon the recommendation of the Participant's manager or any of his or her direct or indirect supervisors (including, without limitation, the Chief Executive Officer). The Company retains the right to withhold any payment amounts determined hereunder (whether or not such amounts are earned and vested) from any Participant who violates any Company policy and to treat such withheld payments as forfeited by the Participant. Notwithstanding any other provision of the Plan or the applicable Bonus Formula Methodology for any Performance Year to the contrary, the Administrator may, in its sole and absolute discretion, adjust the amount of a Target Bonus Opportunity or amend or cancel a Bonus Award, in either case prior to the date on which the Bonus Award is earned and vested; provided, however, that in no event shall the amount of a Participant's Bonus Award for any Performance Year exceed the Maximum Amount, if any, set forth in the Bonus Formula Methodology for the applicable Performance Year. In addition, the Administrator, in its sole and absolute discretion, is authorized to make adjustments in the terms and conditions of, and the performance targets and other criteria included in, the Bonus Award Formula.

9. **Miscellaneous.**

- (a) **Nontransferability; Assignment.** A Target Bonus Opportunity, any resulting Bonus and any other right hereunder is non-assignable and non-transferable, and shall not be pledged, encumbered or hypothecated to or in favor of any party or subject to any lien, obligation or liability of the Participant to any party other than the Company or an Affiliate.
- (b) **Heirs and Successors.** If any benefits deliverable to the Participant under the Plan have not been delivered at the time of the Participant's death, such benefits shall be delivered to the Participant's Designated Beneficiary, in accordance with the provisions of the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by the Participant in a writing filed with the Company in such form and at such time as the Company shall require and in accordance with such rules and procedures established by the Company. If a deceased Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive the Participant, any rights that would have been exercisable by the Participant and any benefits distributable to the Participant shall be exercisable and distributed, as applicable, to the legal representative of the estate of the Participant.
- (c) **Tax Withholding.** The Company and its Affiliates shall deduct from any payment of a Participant's Bonus or from any other payment to the Participant, including wages, any Federal, state or local tax or charge that is then required to be deducted under applicable law with respect to the Bonus or other payment or as determined by the Administrator to be appropriate under a program for withholding.

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- (d) **No Right to Employment.** Neither the Plan, its adoption, its operation, nor any action taken under the Plan shall be construed as giving any employee the right to be retained or continued in the employ of the Company or any of its Affiliates, nor shall it interfere in any way with the right and power of the Company or any of its Affiliates to discharge any employee or take any action that has the effect of terminating any employee's employment or service at any time.
- (e) **Plan Not Funded; No Guarantee.** The Plan shall be unfunded. Neither the Company nor any of its Affiliates shall be required to establish any special or separate fund or to make any other segregation of assets to assure the payment of any Bonus Award hereunder. Participation in the Plan is not a guarantee that any amounts will be paid under the Plan. Participation in the Plan is a privilege, not a right, and each individual Participant's participation in the Plan is subject to review from time to time at the discretion of the Company. Receipt of a Bonus Award in any one year does not guarantee receipt of a Bonus Award under the Plan in any other year.
- (f) **Action by Company or Affiliate.** Any action required or permitted to be taken by the Company or any Affiliate shall be by resolution of its board of directors, or by action of one or more members of the board (including, without limitation, a committee of the board) who are duly authorized to act for the board, or (except to the extent prohibited by applicable law or applicable rules of any securities exchange) by a duly authorized officer of such company.
- (g) **Governing Law.** All questions concerning the construction, interpretation and validity of the Plan and the instruments evidencing the Bonus 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.
- (h) **Severability.** If for any reason any provision or provisions of the Plan are determined invalid or unenforceable, the validity and effect of the other provisions of the Plan shall not be affected thereby.
- (i) **Obligations Binding on Successors.** The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

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- (j) **Recoupment.** Bonus Awards under the Plan shall be subject to the Company's compensation recovery, clawback, and recoupment policies as in effect from time to time.

10. **Section 409A.** It is the intent of the Company that all Bonus Awards under the Plan be exempt from or comply with Section 409A. The provisions of the Plan shall be construed and interpreted in accordance with the foregoing. Notwithstanding the foregoing, the Company shall not be required to assume any increased economic burden in connection therewith. Although the Company intends that the Plan be administered so as to be exempt from or in compliance with the requirements of Section 409A, neither the Company nor the Board represents or warrants that the Plan will comply with Section 409A or any other provision of federal, state, local, or non-United States law. Neither the Company, its Affiliates, nor their respective directors, officers, employees or advisers shall be liable to any Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of participation in the Plan, and the Company and its Affiliates shall have no obligation to indemnify or otherwise protect any Participant from the obligation to pay any taxes pursuant to Section 409A. Without limiting the generality of the foregoing:

- (a) **Time and Form of Payment.** Notwithstanding any other provision of the Plan to the contrary, if any payment or benefit hereunder is subject to Section 409A, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment (or other separation from service) and if the Participant is a specified employee (within the meaning of Section 409A(a)(2)(B)) such payment or benefit shall be delayed until the first day of the seventh month following the Participant's termination of employment (or separation from service). The determination as to whether a Participant has had a termination of employment (or separation from service) shall be made in accordance with the provisions of Section 409A and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.
- (b) **Prohibition on Acceleration of Payments.** Except as otherwise permitted under Section 409A and the guidance and Treasury regulations issued thereunder, the time or schedule of any payment or amount scheduled to be paid pursuant to the Plan shall not be accelerated.

VESTIS CORPORATION DEFERRED COMPENSATION PLAN

(Effective as of January 1, 2024)

SECTION 1 GENERAL

1.1. History and Purpose. Vestis Corporation (the “**Company**”) has established the Vestis Corporation Deferred Compensation Plan (the “**Plan**”) to provide eligible executives of the Company and its affiliates and non-employee members of the Board with the opportunity to defer the payment of eligible compensation until a specified date or event in the future. Any provision of the Plan which provides for the distribution of shares of Common Stock shall be considered part of the Equity Plan. The Plan shall be effective as of January 1, 2024 (the “**Effective Date**”).

1.2. Definitions.

(a) “**Account Balance**” shall mean, with respect to a Participant, a credit on the records of the Company equal to the sum of the balances in the Participant’s (a) Deferral Account, (b) Employee Equity Account, and (c) Director Equity Account, and any Subaccounts established thereunder. The Account Balance shall be a bookkeeping entry only and shall be used solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated beneficiary, pursuant to the Plan.

(b) “**Accounts**” of a Participant shall mean, as the context indicates, any or all of his or her Deferral Account, Employee Equity Account, and Director Equity Account, and any Subaccounts established by the Administrator thereunder. Without limiting the generality of the foregoing, separate annual Subaccounts shall be maintained under a Participant’s Account for the deferrals under the Plan for each Plan Year.

(c) “**Administrator**” shall mean the Committee or such other person or persons to whom the Committee has delegated its duties pursuant to Section 7.

(d) “**Affiliate**” shall mean any corporation or trade or business during any period which it is, along with the Company, a member of a controlled group of trades or businesses, as described in Sections 414(b) and 414(c), respectively, of the Code.

(e) “**Annual Deferral Amount**” shall mean that portion of a Participant’s Base Salary, Bonus, and Directors’ Fees that a Participant elects to have, and that is, deferred in accordance with Section 3, for any one Plan Year. In the event of a Participant’s Termination of Service prior to the end of a Plan Year, such year’s Annual Deferral Amount shall be the actual amount deferred prior to the Termination of Service.

(f) “**Annual Installment Method**” shall mean a method of payment that is an annual installment payment over the number of years (not to exceed ten (10) years) elected by the Participant in his or her Deferral Election, beginning on the Payment Start Date. Each annual installment under the Annual Installment Method shall be calculated as follows: The Participant’s Annual Subaccount Balance to which the Annual Installment

Method applies shall be calculated as of the Payment Start Date and each anniversary thereof in the year in which the distribution is to be made. The annual installment with respect to an Annual Subaccount shall be calculated by multiplying this balance by a fraction, the numerator of which is one (1), and the denominator of which is the remaining number of annual payments due the Participant with respect to the Annual Subaccount for which the calculation is being made. By way of example, if the Participant elects a ten (10) year Annual Installment Method, the first payment shall be 1/10 of the Annual Subaccount Balance calculated as described in this definition. The following year, the payment shall be 1/9 of the Annual Subaccount Balance, calculated as described in this definition. The Annual Installment Method is not available with respect to payment of a Participant's Employee Equity Account or Director Equity Account, as applicable.

(g) "**Annual Subaccount Balance**" shall mean, as of any date, with respect to each of a Participant's Annual Subaccounts, the balance in the applicable Annual Subaccount as of the applicable date.

(h) "**Annual Subaccounts**" shall mean, with respect to a Participant for any Plan Year and as the context indicates, the Subaccounts established under the Participant's Deferral Account, Employee Equity Account or Director Equity Account, in each case attributable to deferrals under the Plan for such Plan Year.

(i) "**Base Salary**" shall mean with respect to any Participant for any calendar year, the annual cash compensation relating to services performed by the Participant during such calendar year, whether or not paid in such calendar year and included on the Participant's Federal Income Tax Form W-2 for such calendar year, excluding bonuses, commissions, overtime, fringe benefits, stock options or other equity-based compensation (including dividend equivalent units or dividends on restricted stock) or payments in connection with the sale, exchange or disposition of equity awards or equity-based awards, moving and relocation expenses, payments of accrued vacation or paid time off on termination of employment, incentive payments, tax equalization payments or other amounts attributable to tax-equalization packages, non-monetary awards, directors fees and other fees, automobile and other allowances paid to a Participant for employment services rendered (whether or not such allowances are included in the Employee's gross income). Base Salary shall be calculated before reduction for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or non-qualified plans of any Employer or any Affiliate and shall be calculated to include amounts not otherwise included in the Participant's gross income under Sections 125, 132(f), 402(e)(3), 402(h), or 403(b) of the Code pursuant to plans established by any Employer or any Affiliate; provided, however, that all such amounts will be included in compensation only to the extent that, had there been no such plan, the amount would have been payable in cash to the employee.

(j) "**Board**" shall mean the Board of Directors of the Company.

(k) **“Bonus”** shall mean, for any calendar year, any compensation, in addition to Base Salary, relating to services performed during such calendar year, whether or not paid in such calendar year or included on the Federal Income Tax Form W-2 for such calendar year, payable to a Participant as an Employee under any Employer’s annual bonus and cash incentive plan, excluding any award that constitutes an Employee Equity Award or any other equity or equity-based award. The Administrator, in its discretion, may permit the deferral of other bonus amounts, including sign-on bonuses, in accordance with rules and procedures established by the Administrator, in which case such bonuses would be treated as a “Bonus” for purposes of the Plan.

(l) **“Code”** shall mean the Internal Revenue Code of 1986, as it may be amended from time to time.

(m) **“Committee”** shall mean the Compensation and Human Resources Committee of the Board.

(n) **“Common Stock”** means the common stock, par value \$0.01 per share, of the Company (and any stock or other securities into which such common stock may be converted or into which it may be exchanged).

(o) **“Company”** shall mean Vestis Corporation, a Delaware corporation, and any successor to all or substantially all of the Company’s assets or business.

(p) **“Deferral Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of all of a Participant’s Annual Deferral Amounts deferred under the Plan in accordance with Section 3, plus (b) amounts credited in accordance with all the applicable crediting provisions of the Plan that relate to the Participant’s Deferral Account, less (c) all distributions made to the Participant or his or her beneficiary pursuant to the Plan that relate to his or her Deferral Account.

(q) **“Deferral Election”** for any Plan Year shall mean, as the context indicates, a Participant’s election to defer payment or settlement of Annual Deferral Amounts, Employee Equity Awards and Director Equity Awards under the Plan for the Plan Year in accordance with the terms and condition of the Plan. A Deferral Election shall be made in such form at such time as determined by the Administrator in accordance with the terms of the Plan and, to the extent applicable and as permitted under the terms of the Plan, shall specify the Payment Start Date and the form of payment.

(r) **“Director Equity Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of all of a Participant’s Director Equity Awards deferred under the Plan in accordance with Section 3 of the Plan, plus (b) amounts credited/debited in accordance with all the applicable crediting/debiting provisions of the Plan that relate to the Participant’s Director Equity Account, less (c) all distributions made to the Participant or his or her beneficiary pursuant to the Plan that relate to the Participant’s Director Equity Account. The Director Equity Account Balance shall be denominated in Stock Units.

(s) **“Director Equity Award”** shall mean, for any Plan Year, an award which has or will be made to a Participant under the Equity Plan as compensation for serving on the Board for such Plan Year and that is in the form of Stock Units or other similar awards. A Director Equity Award for purposes of the Plan shall not include stock options or stock appreciation rights. The Administrator may determine that only certain Director Equity Awards are eligible to be deferred under the Plan.

(t) **“Directors’ Fees”** shall mean, for any calendar year, the annual cash fees paid by the Company, including cash retainer fees and cash meetings fees, as compensation for serving on the Board for such calendar year.

(u) **“Distribution Event”** shall mean with respect to each Annual Subaccount, (i) the specified calendar year elected by the Participant in his or her Deferral Election, which year shall be a specified year which is at least three (3) years after the year in which the amount was deferred under the Plan and no later ten (10) years after the year in which the amount was deferred under the Plan or (ii) the Participant’s Termination of Service. If a Participant does not elect a Distribution Event in his or her Deferral Election, the Distribution Event shall be deemed to Termination of Service (and the Payment Start Date will be determined accordingly).

(v) **“Dividend Equivalent Units”** is defined in subsection 4.7.

(w) **“Effective Date”** is defined in subsection 1.1.

(x) **“Eligible Employee”** shall mean, for any Plan Year, an Employee who is determined by the Administrator to be a member of a select group of management and highly compensated employees of the Employers and who is selected by the Administrator for participation in the Plan.

(y) **“Employee”** shall mean a person who is an employee of any Employer and who is paid on a U.S. payroll.

(z) **“Employee Equity Account”** shall mean, with respect to a Participant, the Account established to reflect (a) the sum of the Participant’s Employee Equity Awards deferred in accordance with Section 3 of the Plan, plus (b) amounts credited/debited in accordance with all the applicable crediting/debiting provisions of the Plan that relate to the Participant’s Employee Equity Account, less (c) all distributions made to or with respect to the Participant pursuant to the Plan that relate to the Participant’s Employee Equity Account. The Employee Equity Account Balance shall be denominated in Stock Units.

(aa) **“Employee Equity Award”** shall mean, for any Plan Year, an award which has or will be made to a Participant under the Equity Plan as compensation for service as an Employee for such Plan Year and that is in the form of Stock Units or other similar awards. An Employee Equity Award for purposes of the Plan shall not include stock options or stock appreciation rights. The Administrator may determine that only certain Employee Equity Awards are eligible to be deferred under the Plan.

(bb) **“Employer(s)”** shall mean the Company and of its Affiliates (now in existence or hereafter formed or acquired) that have been selected by the Administrator to participate in the Plan and have adopted the Plan as an “Employer.” The Employers as of the Effective Date are set forth in Exhibit A hereof.

(cc) **“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(dd) **“Equity Plan”** shall mean the then current incentive compensation plan which is maintained by the Company or any of its Affiliates and which provides for grants of equity or equity-based compensation, including restricted stock, restricted stock units and deferred stock units. As of the Effective Date, the Equity Plan shall mean the Vestis Corporation 2023 Long-Term Incentive Plan, as the same may be amended from time to time.

(ee) **“Exchange Act”** shall mean the Securities Exchange Act of 1934, as amended.

(ff) **“Fair Market Value”** of a share of Common Stock shall mean, with respect to a Participant’s Employee Equity Award or Director Equity Award as of a given date, the value determined in accordance with the terms of the Equity Plan pursuant to which the Employee Equity Award or Director Equity Award is granted.

(gg) **“Measurement Fund”** shall mean the hypothetical investment fund or funds selected by the Administrator from time to time in accordance with the terms of the Plan.

(hh) **“Non-Employee Director”** shall mean any member of the Board who is not an employee of the Company or any Affiliate and who is paid through a U.S. payroll.

(ii) **“Participant”** shall mean (a) a Non-Employee Director who is subject to United States income tax or (b) any Eligible Employee and who, in either case (i) elects to participate in the Plan, (ii) files a Deferral Election that is accepted by the Administrator, and (iii) commences participation in the Plan.

(jj) **“Payment Start Date”** shall mean with respect to each Annual Subaccount, the date as of which payments of the Annual Subaccount Balance are to be made based on the Distribution Event applicable to such Annual Subaccount, as determined in accordance with the following: (i) if the Participant’s death occurs prior to complete distribution of an Annual Subaccount, the entire then remaining Annual Subaccount Balance, determined as of the date of death, will be distributed in accordance with subsection 5.4, (ii) the Payment

Start Date with respect to any Annual Subaccount for which the Distribution Event is a specified date, the month of February immediately following the year in which the elected Distribution Event occurs, and (iii) the Payment Start Date with respect to any Annual Subaccount for which the Distribution Event is Termination of Service shall be the first day of the seventh month following the Participant's Termination of Service.

- (kk) **"Plan"** shall mean this Vestis Corporation Deferred Compensation Plan, as amended from time to time.
- (ll) **"Plan Year"** shall mean a period beginning on January 1 of each calendar year and continuing through December 31 of such calendar year.
- (mm) **"Rule 16b-3"** shall mean that certain Rule 16b-3 under the Exchange Act, as such Rule may be amended from time to time.
- (nn) **"Securities Act"** shall mean the Securities Act of 1933, as amended.
- (oo) **"Stock Unit"** shall mean a notational unit representing the right to receive a share of Common Stock in the future. As of any date, a Stock Unit shall have a value equal to the Fair Market Value of a share of Common Stock.
- (pp) **"Subaccount"** means a Subaccount established for recordkeeping purposes under a Participant's Accounts.
- (qq) **"Termination of Service"** shall mean the severing of the Participant's employment with the Company and all Affiliates, or service as a director, voluntarily or involuntarily for any reason (including death or disability), as determined by the Administrator which, in either case, constitutes a "separation from service" and "termination of employment" within the meaning of Section 409A of the Code without application of any alternative levels of reductions of bona fide services permitted thereunder.
- (rr) **"Vesting Date"** is defined in subsection 3.8.

1.3. Source of Benefit Payments. Benefits payable under the Plan by any Employer will be paid from the general revenues and assets of such Employer and no Employer will be required to set up a funded reserve or otherwise set aside specific funds for the payment of its obligations under the Plan. None of the individuals entitled to benefits under the Plan will have any claim on, or any beneficial ownership interest in, any assets of any Employer, and any rights of such individuals under the Plan will constitute unsecured contractual rights only.

SECTION 2 PARTICIPATION

2.1 Eligibility for Participation. Participation in the Plan shall be limited to (a) Non-Employee Directors and (b) Eligible Employees. Non-Employee Directors shall be automatically eligible to participate in the Plan subject to the terms and conditions hereof. The Administrator shall select the group of Eligible Employees for any Plan Year.

2.2 Enrollment Requirements. As a condition to participation in the Plan for a Plan Year, each Eligible Employee or Non-Employee Director shall make an effective Deferral Election in accordance with procedures established by the Administrator. In addition, the Administrator shall establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary or appropriate.

2.3 Commencement of Participation. If a Non-Employee Director or Eligible Employee has met all enrollment requirements set forth in the Plan and required by the Administrator, including returning all required documents to the Administrator within the specified time periods, that Non-Employee Director or Eligible Employee shall commence participation in the Plan on the day on which his or her Deferral Election first becomes effective in accordance with the terms of the Plan.

2.4 Restricted Participation. During any period that a Participant continues in the employ or service of an Employer or an Affiliate but is not an Eligible Employee or Non-Employee Director, the Participant, or in the event of his death, his beneficiary, will be considered and treated as a Participant in the Plan to the extent of the balance in his or her Accounts (but not for purposes of deferrals as set forth in Section 3).

SECTION 3 DEFERRALS

3.1 Effect of Deferral Election. Subject to the terms and conditions set forth herein and such terms and conditions as the Administrator may determine, for any Plan Year an eligible Participant may elect to defer Base Salary, Bonus, Non-Employee Directors' Fees, Director Equity Awards and Employee Equity Awards, as applicable, by timely making a Deferral Election that is accepted by the Administrator. To the extent that a Director Equity Award provides, by its terms, for a deferral of payment or settlement past the vesting date applicable thereto and except as otherwise provided in the award, the Non-Employee Director shall be deemed to have elected to defer under the Plan that portion of the Director Equity Award that is deferred pursuant to the terms of the award. Subject to the terms and conditions herein, after a Plan Year commences, a Participant's Deferral Election shall be irrevocable and shall continue for the entire Plan Year unless modified in accordance with the terms and conditions of the Plan and rules established by the Administrator or upon the Participant's Termination of Service. Notwithstanding any other provision of the Plan, compensation eligible to be deferred under the Plan will only be deferred under a Participant's Deferral Election to the extent a Participant elects to defer compensation paid from the U.S. payroll of the Company or another Employer.

3.2 Cash Deferrals—Base Salary and/or Non-Employee Directors' Fees. Subject to any terms and conditions imposed by the Administrator, a Deferral Election with respect to Base Salary, Bonus and/or Non-Employee Directors' Fees attributable to services performed in any Plan Year shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year (or such earlier date determined and set by the

Administrator in its sole discretion), and accepted by the Administrator effective prior to the first day of the Plan Year to which it relates. With respect to a Non-Employee Director or Eligible Employee who first becomes eligible to participate in the Plan on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A of the Code), the Administrator may permit a Deferral Election to be made within thirty (30) days after the date on which the Non-Employee Director or Eligible Employee becomes eligible to participate in the Plan; provided, however, that any election made pursuant to this provision shall apply only with respect to compensation paid for services to be performed after the date of the election (and shall not apply to an Employee Equity Award or Director Equity Award. A Deferral Election pursuant to the preceding sentence shall be effective only if the Deferral Election is completed by the Participant, timely delivered to the Administrator within the applicable thirty (30) day period (or such earlier date determined and set by the Administrator in its sole discretion) and accepted by the Administrator. If no Deferral Election is timely made for a Plan Year in accordance with this subsection 3.2, the Annual Deferral Amount shall be zero for that Plan Year.

3.3 Cash Deferrals—Bonus.

(a) General Rules. Subject to any terms and conditions imposed by the Administrator, a Deferral Election with respect to a Bonus attributable to services performed in any Plan Year shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year (or such earlier date specified by the Administrator in its sole discretion), and accepted by the Administrator effective prior to the first day of the Plan Year to which it relates. With respect to a Non-Employee Director or Eligible Employee who first becomes eligible to participate in the Plan on or after the first day of a Plan Year (determined by the Administrator in accordance with Section 409A of the Code), the Administrator may permit a Deferral Election to be made within thirty (30) days after the date on which the Non-Employee Director or Eligible Employee becomes eligible to participate in the Plan; provided, however, that any election made pursuant to this provision shall apply only with respect to compensation paid for services to be performed after the date of the election (and shall not apply to a Participant's Employee Equity Award or Director Equity Award). A Deferral Election pursuant to the preceding sentence shall be effective only if the Deferral Election is completed by the Participant, timely delivered to the Administrator within the applicable thirty (30) day period (or such earlier date determined and set by the Administrator in its sole discretion) and accepted by the Administrator. If no Deferral Election is timely made for a Plan Year in accordance with this subsection 3.3, the Annual Deferral Amount shall be zero for that Plan Year.

(b) Performance-Based Compensation. Notwithstanding the provisions of subsection 3.3(a), the Administrator may permit a Deferral Election with respect to a Bonus that satisfies the requirements of performance-based compensation for purposes of Section 409A of the Code to be filed on or prior to June 30 of the calendar year to which the Bonus relates (or such earlier date specified by the Administrator) and shall be irrevocable at such time as specified by the Administrator, but in no event later than the applicable June 30.

3.4 Employee Equity Awards. Subject to any terms and conditions imposed by the Administrator, an election to defer an Employee Equity Award shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year in which such Employee Equity Award is granted (or such earlier date determined and set by the Administrator in its sole discretion), and accepted by the Administrator. A Deferral Election with respect to an Employee Equity Award for any year must cover the entire Employee Equity Award and shall be converted to Stock Units (if not already denominated as such) prior to allocation to the Participant's Employee Equity Account in accordance with Section 4.

3.5 Director Equity Awards. Subject to any terms and conditions imposed by the Administrator, an election to defer a Director Equity Award shall be effective only if the Deferral Election is made and effective no later than December 31 of the year immediately preceding the Plan Year in which such Director Equity Award is granted (or such earlier date determined and set by the Administrator in its sole discretion), and accepted by the Administrator. A Deferral Election with respect to a Director Equity Award must cover the entire Director Equity Award and shall be converted to Stock Units (if not already denominated as such) prior to allocation to the Director Equity Account in accordance with Section 4.

3.6 Dividend Equivalent Units. Dividend Equivalent Units credited under the Plan with respect to Stock Units allocated to the Participant's Accounts shall be deferred in accordance with the related Stock Units.

3.7 Minimum and Maximum Deferrals. For each Plan Year, a Participant may elect to defer (a) as his or her Annual Deferral Amount, no less than 5% or more than 100% of his or her Base Salary, Bonus and/or Non-Employee Directors' Fees, (b) 100% of each Employee Equity Award, and (c) 100% of each Director Equity Award. The Administrator may impose a lower permitted Annual Deferral Amount, Bonus and/or Non-Employee Directors' Fees and may unilaterally modify a Participant's Deferral Election to ensure compliance with applicable tax rules and other required withholding requirements.

3.8 Vesting. Vesting in a Participant's Account shall be subject to the following:

- (a) Deferral Account. A Participant shall at all times be 100% vested in his or her Deferral Account.
- (b) Employee Equity Account. A Participant shall become vested in the Stock Units credited to his or her Employee Equity Account (including any Stock Units attributed to Dividend Equivalent Units credited to the Account) on the same schedule and in accordance with the same terms that apply to the Employee Equity Award to which the Stock Units credited to the Employee Equity Account relate.
- (c) Director Equity Account. A Participant shall become vested in the Stock Units credited to his or her Director Equity Account (including any Stock Units attributable to Dividend Equivalent Units credited to the Account) on the same schedule and in accordance with the same terms that apply to the Director Equity Award to which the Stock Units credited to the Director Equity Account.

In the event that an Employee Equity Award or Director Equity Award that is deferred under the Plan does not vest for any reason (whether due to Termination of Service prior to the applicable vesting date or otherwise, the unvested portion of the balance of the Participant's Account shall be forfeited at the same time that the related unvested Employee Equity Award or Director Equity Award is otherwise forfeited and the Participant shall have no further rights under or with respect to such forfeited amounts. The date on which Stock Units credited to a Participant's Accounts vest shall be referred to as the "**Vesting Date**" with respect to such Stock Units.

SECTION 4 ACCOUNTS AND ACCOUNTING

4.1 Establishment of Accounts. Solely for recordkeeping purposes and to the extent applicable, the Administrator shall establish a Deferral Account, an Employee Equity Account and a Director Equity Account for each Participant and Annual Subaccounts under each such Account. A Participant's Annual Subaccounts shall be credited with the deferrals made by him or her or on his or her behalf and shall be credited (or charged, as the case may be) with hypothetical or deemed investment earnings and losses, and shall be charged with distributions made to or with respect to him or her, all as set forth in this Section 4 and the other terms and conditions of the Plan.

4.2 Annual Deferral Amounts. For each Plan Year, the amount of a Participant's Base Salary, Bonus and/or Directors' Fees portion of the Annual Deferral Amount for the Participant shall be withheld and credited to the Participant's Annual Subaccount for such Plan Year under the Participant's Deferral Account as of the date on which Base Salary, Bonus and/or Directors' Fees, as applicable, would have been paid to the Participant but for the Participant's Deferral Election.

4.3 Employee Equity Awards. A Participant's Employee Equity Awards deferred under the Plan shall be credited to the Participant's Annual Subaccount under the Participant's Employee Equity Account as of the date on which the Employee Equity Award is granted. As of such date, the Participant's Annual Subaccount shall be credited with that number of Stock Units equal to the aggregate number of Stock Units subject to the Employee Equity Award that are deferred under the Plan. Participants who elect to defer Employee Equity Awards will have no rights as stockholders of the Company with respect to allocations made to their Employee Equity Account other than the right to receive Dividend Equivalent Unit allocations as described in subsection 4.7.

4.4 Director Equity Awards. A Participant's Director Equity Award that is deferred under the Plan shall be credited to the Participant's Annual Subaccount under the Participant's Director Equity Account of the date on which the Director Equity Award is granted. As of such date, a Participant's Director Equity Account shall be credited with that number of Stock Units subject to the Director Equity Award that are deferred under the Plan. Participants who elect to defer Director Equity Awards will have no rights as stockholders of the Company with respect to allocations made to their Director Equity Account other than the right to receive Dividend Equivalent Unit allocations as described in subsection 4.7.

4.5 Measurement Funds. The Administrator shall from time to time select types of Measurement Funds and specific Measurement Funds for deemed investment designation by Participants for the purpose of crediting additional amounts to his or her Account Balance. As of the Effective Date, the only Measurement Funds shall be the following:

(a) Moody's Corporate Baa Bond Index rate as of the month of October for the year preceding the year to which the rate applies. Participants' Deferral Accounts shall automatically be allocated to this Measurement Fund and no other Accounts shall be allocated to or hypothetically invested in this Measurement Fund. Amounts payable from this Measurement Fund will be paid in cash.

(b) Company stock index fund. Participants' Employee Equity Accounts and Director Equity Accounts will be automatically allocated to this Measurement Fund and no other amounts may be allocated to or hypothetically invested in this Measurement Fund. Any investment in this Measurement Fund will be measured solely by the performance of Common Stock (including dividends that will be reinvested). Amounts allocated to this Measurement Fund will be settled in shares of Common Stock offered under the Equity Plan as then in effect (unless otherwise determined by the Administrator). Any payment in the form of shares of Common Stock shall be subject to all requirements of applicable law, the terms of the Equity Plan and the rules of any stock exchange on which the shares of Common Stock are listed.

The Company is under no obligation to acquire or provide any of the Measurement Funds, and any investments actually made by the Company will be made solely in its name and will remain its property.

4.6 Crediting or Debiting Method.

(a) Annual Deferrals. The performance of each Measurement Fund, other than the Company stock index fund, either positive or negative will be determined by the Administrator, in its sole discretion, based on the performance of the Measurement Funds themselves. A Participant's Account Balance and any applicable Subaccounts thereunder shall be credited or debited as frequently as is administratively feasible, but no less often than quarterly, based on the performance of each Measurement Fund, as determined by the Administrator in its sole discretion. As necessary, the Administrator may, in its sole discretion, discontinue, substitute or add a Measurement Fund. The Administrator shall notify the Participants of the types of Measurement Funds and the specific Measurement Funds selected from time to time.

(b) Employee Equity Awards and Non-Employee Directors' Employee Equity Awards. A Participant's Employee Equity Account or Director Equity Account will be credited with the number of Stock Units subject to the Employee Equity Award or Director Equity Award deferred pursuant to Section 3 and any Dividend Equivalent Units as described in subsection 4.7.

4.7 Dividend Equivalent Units. Dividend Equivalent Units shall be credited to a Participant's Accounts with respect to Stock Units allocated to a Participant's Accounts as follows unless otherwise provided by the Administrator:

(a) Stock Dividend. If a Common Stock dividend is paid or distributed with respect to shares of Common Stock, then each of the Participant's Accounts that is invested in Stock Units will be credited with that number of additional Stock Units ("Dividend Equivalent Units") equal to (i) the number of shares of Common Stock paid or distributed in the dividend with respect to a share of Common Stock, multiplied by (ii) the number of Stock Units (including previously credited Dividend Equivalent Units) allocated to the Participant's Accounts as of the dividend payment date.

(b) Non-Stock Dividends. If a cash dividend is paid or distributed with respect to shares of Common Stock, then each of the Participant's Accounts that is invested in Stock Units will be credited with that number of additional Stock Units ("Dividend Equivalent Units") equal to (i)(A) the dollar amount of the cash dividend paid or distributed with respect to a share of Common Stock, divided by (B) the Fair Market Value of a share of Common Stock as of the dividend payment date, multiplied by (ii) the number of Stock Units (including previously credited Dividend Equivalent Units) allocated to the Participant's Accounts as of the dividend payment date.

4.8 Distributions. Any distribution with respect to a Participant's Account Balance shall be charged to the appropriate Account or applicable Annual Subaccount thereunder as of the date such payment is made from the Account or Annual Subaccount in accordance with the terms of the Plan.

4.9 No Actual Investment. Notwithstanding any other provision of the Plan that may be interpreted to the contrary, the Measurement Funds are to be used for measurement purposes only, and a Participant's election of any such Measurement Fund, the allocation to his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that any Employer, in its own discretion, decides to invest funds in any or all of the Measurement Funds, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Employer; the Participant shall at all times remain an unsecured creditor of the Employers.

SECTION 5 DISTRIBUTIONS

5.1 Distribution of Benefits. A Participant shall receive distribution of his or her unpaid Account Balance in accordance with the provisions of this Section 5.

5.2 Deferral Account. Distribution of a Participant's unpaid balance in each of his or her Annual Subaccounts under his or her Deferral Account shall be distributed (or begin to be distributed) as of the Payment Start Date with respect to applicable Annual Subaccount (a) in a lump sum payment or (b) pursuant to an Annual Installment Method as elected by the Participant in his or her Deferral Election. If the Participant fails to make an election with respect to the form of payment of his or her Annual Subaccount for a Plan Year, then the Annual Subaccount balance shall be payable in a lump sum as of the Payment Start Date with respect to such Annual Subaccount. The provisions of this subsection 5.2 shall not apply to any portion of a Participant's Employee Equity Account or Director Equity Account.

5.3 Employee Equity Account and Director Equity Account. Distribution of a Participant's unpaid portion of each of his or her Annual Subaccounts under his or her Employee Equity Account or Director Equity Account, shall be distributed as of the Payment Start Date in a lump sum payment.

5.4 Death Benefits. In the event that the Participant dies prior to full payment or settlement of his or her Account, the entire Account Balance shall be paid to the Participant's beneficiary in a lump sum upon the Participant's death without regard to any Deferral Election. The lump sum payment shall be made no later than the later of (a) December 31 of the calendar year during which the Participant's death occurs or (b) within ninety (90) days after the Participant's death occurs. In no event shall the beneficiary be permitted to elect the year of distribution. Payments shall be in the same form (cash or stock) as would have applied to the Participant.

5.5 Stock Distributions. All Account Balance distributions from a Participant's Employee Equity Account and Director Equity Account shall be in the form of whole shares of Common Stock equal to the number of whole Stock Units credited to the Participant's Employee Equity Account or Director Equity Account, as applicable. Distributions in respect of fractional Stock Units shall be made in cash.

SECTION 6 TERMINATION, AMENDMENT OR MODIFICATION

6.1 Termination With Respect to Account Balances. The Plan shall not terminate with respect to Account Balances and any Employers, except in a manner that complies with Section 409A of the Code and applicable guidance issued thereunder. Upon a termination of the Plan with respect to Account Balances that complies with Section 409A of the Code, each Participant shall be entitled to receive his or her Account Balance in a lump sum payment in accordance with the payment schedule determined by the Administrator upon termination in accordance with Section 409A of the Code. During the period of time between the date the Plan is terminated with respect to Account Balances and the date of such payment, Account Balance distributions which otherwise would be made pursuant to the Plan shall be made without regard to such termination.

6.2 Amendment. The Company may, at any time, amend or modify the Plan in whole or in part by the action of the Board, the Committee or persons or person authorized by the Board or the Committee; provided, however, that no amendment or modification shall be effective to decrease or restrict the value of a Participant's Account Balance in existence at the time the amendment or modification is made, calculated as if the Participant had experienced a Termination of Service as of the effective date of the amendment or modification.

6.3 Effect of Payment. The full payment of the applicable benefit under the Plan shall completely discharge all obligations to a Participant and his or her designated beneficiaries under the Plan.

SECTION 7 ADMINISTRATION

7.1 Administrator Duties. The Administrator shall conduct the general administration of the Plan in accordance with the Plan and shall have all the necessary power and authority to carry out that function. Any individual serving as the Administrator (or a committee that constitutes the Administrator) who is a Participant shall not vote or act on any matter relating solely to himself or herself. Among the Administrator's necessary powers and duties (in addition to those set forth elsewhere in the Plan) are the following:

- (a) Except to the extent provided otherwise by the terms of the Plan, to delegate all or part of its function as Administrator to others and to revoke any such delegation.
- (b) To conclusively determine all questions arising under the Plan, including the power to determine the eligibility of Participants (as otherwise set forth herein) and the rights of Participants and other persons entitled to benefits under the Plan and their respective benefits except as otherwise set forth in the Plan, and to remedy any ambiguities, inconsistencies or omissions of whatever kind; to determine the amounts and time of payment of benefits, to take any actions necessary to assure timely payment of benefits under the Plan.
- (c) To select and engage attorneys, accountants, actuaries, trustees, appraisers, brokers, consultants, administrators, physicians or other persons to render service or advice with regard to any responsibility the Administrator has under the Plan, or otherwise, to designate such persons to carry out fiduciary responsibilities (other than trustee responsibilities) under the Plan, and (with the Committee, the Employers and their officers, directors, trustees and Employees) to rely upon the advice, opinions or valuations of any such persons, to the extent permitted by law, being fully protected in acting or relying thereon in good faith; provided, however, that with respect to any Participant who is then subject to Section 16 of the Exchange Act, any function of the Administrator under the Plan relating to such Participant shall be performed solely by the Committee, if and to the extent required to ensure the availability of an exemption under Section 16 of the Exchange Act for any transaction relating to such Participant under the Plan.
- (d) To conclusively interpret the Plan for purpose of the administration and application of the Plan, in a manner not inconsistent with the Plan or applicable law and to amend or revoke any such interpretation.
- (e) To establish a claims procedure.

(f) To generally operate and administer the Plan in all matters except as otherwise provided herein.

7.2 Binding Effect of Decisions. The decision or action of the Administrator with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan, Section 409A of the Code and applicable guidance issued thereunder shall be final and conclusive and binding upon all persons having any interest in the Plan. No benefits shall be paid to any person unless the Administrator determines that such person is entitled thereto under the terms of the Plan.

7.3 Employer Information. To enable the Administrator to perform its functions, each Employer shall supply full and timely information to the Administrator on all matters relating to the compensation of its Participants, the date and circumstances of the Termination of Service of its Participants (including death), and such other pertinent information as the Administrator may reasonably require.

7.4 Compliance with Section 16: Equity Plan Controls. Notwithstanding any other provision of the Plan or any rule, instruction, Deferral Election, the Plan and any such rule, instruction or form shall be subject to any additional conditions or limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, such provision, rule, instruction or form shall be deemed amended to the extent necessary to conform to such applicable exemptive rule. In order to ensure compliance with all applicable laws, the Administrator, in its discretion, may require that any transactions by any Participant related to Common Stock must be pre-approved by the Committee. Notwithstanding any other provision of the Plan to the contrary, the terms of any Employee Equity Awards and Director Equity Awards deferred under the Plan shall be subject to the terms and conditions of the Equity Plan (including provisions relating to administration and adjustment thereof). Without limiting the generality of the foregoing, in the case of any award that is made under the Equity Plan and deferred under the Plan, any adjustments to such award as deferred under the Plan shall be made in accordance with the Equity Plan under which the award was made.

SECTION 8 MISCELLANEOUS

8.1 Status of Plan. The Plan as applied to employees is intended to be a plan that is not qualified within the meaning of Section 401(a) of the Code and that is “unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent.

8.2 Unsecured General Creditor. Participants and their beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of any Employer. For purposes of the payment of benefits under the Plan, any and all of an Employer’s assets shall be, and remain, the general, unpledged unrestricted assets of the Employer. An Employer’s obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

8.3 Source of Benefits. The amount of any benefit payable under the Plan will be paid from the general revenues of the Employer with respect to whose former employee the benefit is payable. Benefits for Non-Employee Directors shall be paid from the general revenues of the Company. Subject to the foregoing, if a Participant has been employed by more than one Employer, the portion of the Plan benefit payable by each such Employer shall be equal to the portion of the Participant's Account Balance which is attributable to the reduction of his or her compensation from that Employer which is made pursuant to his or her Deferral Election or which is otherwise attributable to the contributions by that Employer. An Employer's obligation under the Plan shall be reduced to the extent that any amounts due under the Plan are paid from one or more trusts, the assets of which are subject to the claims of the general creditors of the Employer or any affiliate thereof, or from an insurance policy owned by the Employer; provided, however, that nothing in the Plan shall require the Company or any Employer to establish any trust to provide benefits under the Plan or to purchase an insurance policy. No employee or other individual entitled to benefits under the Plan shall have any right, title or interest whatsoever in any assets of the Company, any of the other Employers or any Affiliate or to any investment reserves, accounts or funds that the Company or any other Employer may purchase, establish or accumulate to aid in providing the benefits under the Plan, including any investment in any Measurement Fund. Any Common Stock which is distributed or issued pursuant to the Plan with respect to amounts credited to a Participant's Employee Equity Account or Director Stock Account shall be deemed to have originated and shall be counted against the number of shares reserved, under the Equity Plan under which the corresponding Employee Equity Award was granted.

8.4 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency. Notwithstanding the foregoing, the Administrator is authorized to make any payments directed by court order in any action in which the Plan or the Administrator has been named as a party. In addition, if a court determines that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan in connection with a property settlement or otherwise, the Administrator, in its sole discretion, shall have the right, notwithstanding any election made by a Participant, to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to that spouse or former spouse.

8.5 Tax Withholding. Each Employer may withhold or cause to be withheld from any amounts otherwise due to the Participant or subject to a deferral election under the Plan or any payment of benefits made pursuant to the Plan any taxes required to be withheld and such sum as the Employer may reasonably estimate to be necessary to cover any taxes for which the Employer

may be liable and which may be assessed with regard to such deferrals or payments under the Plan. Notwithstanding the foregoing, withholding of amounts otherwise subject to a deferral election (or otherwise deferred under the Plan) shall be limited to (a) the amount required to pay the tax imposed by the Federal Insurance Contributions Act ("FICA") under Sections 3101, 3121(a) and 3121(v) of the Code on compensation deferred under the Plan (the "FICA Amount"), and (b) income tax imposed under Section 3401 of the Code or the corresponding withholding provisions of applicable state, local or foreign tax laws as a result of the payment of the FICA Amount and to pay the additional income tax attributable to the pyramiding of wages under Section 3401 and taxes. Notwithstanding the foregoing, the total amount of withholding pursuant to the preceding sentence shall not exceed the aggregate FICA Amount and the income tax withholding related to such FICA Amount.

8.6 Coordination with Other Benefits. The benefits provided for a Participant and Participant's beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for employees of the Participant's Employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

8.7 Compliance. A Participant shall have no right to receive payment with respect to the Participant's Account Balance until all legal and contractual obligations of the Employers relating to establishment of the Plan and the making of such payments shall have been complied with in full. In addition, the Company shall impose such restrictions on Common Stock delivered to a Participant hereunder and any other interest constituting a security as it may deem advisable in order to comply with the Securities Act, the requirements of the New York Stock Exchange or any other stock exchange or automated quotation system upon which the Common Stock is then listed or quoted, any state securities laws applicable to such a transfer, any provision of the Company's Sections of Incorporation or Bylaws, or any other applicable law or applicable regulation.

8.8 Not a Contract of Employment or Continued Service. The terms and conditions of the Plan shall not be deemed to constitute a contract of employment or continued service between any Employer and the Participant. Nothing in the Plan shall be deemed to give a Participant the right to be retained in the service of any Employer, either as an Employee or a Director, or to interfere with the right of any Employer to discipline or discharge the Participant at any time.

8.9 Furnishing Information. A Participant or his or her beneficiary will cooperate with the Administrator by furnishing any and all information requested by the Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Administrator may deem necessary.

8.10 Governing Law. Subject to ERISA and federal law (or state securities laws), the provisions of the Plan shall be construed and interpreted according to the internal laws of the State of Georgia without regard to its conflicts of laws principles.

8.11 Notice. Any notice or filing required or permitted to be given to the Administrator under the Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the Company at its principal corporate offices, to the attention of the Company's General Counsel. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Any notice or filing required or permitted to be given to a Participant under the Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

8.12 Successors. The provisions of the Plan shall bind and inure to the benefit of the Employers and their respective successors and assigns and the Participant and the Participant's designated beneficiaries.

8.13 Validity. In case any provision of the Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but the Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

8.14 Incompetent. If the Administrator determines in its discretion that a benefit under the Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Administrator may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Administrator may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

8.15 Action by Employers. Any action required or permitted to be taken under the Plan by any Employer shall be taken by appropriate action of its applicable governing body (such as its board of directors, general partner, board of trustees, management committee) or an authorized committee thereof, or by a person or persons authorized by the governing body or committee, as applicable.

8.16 Supplements. The provisions of the Plan as applied to any Employer or to any group of employees of any Employer may, with the consent of Administrator, be modified or supplemented from time to time by the adoption of one or more Supplements. Each Supplement shall form a part of the Plan as of the Supplement's effective date. In the event of any inconsistency between a Supplement and the Plan document, the terms of the Supplement shall govern.

8.17 Special Section 409A Provisions. It is intended that the Plan comply with the provisions of section 409A of the Code and all provisions of the Plan shall be construed and interpreted in accordance with the requirements of section 409A of the Code and applicable guidance thereunder. Notwithstanding any other provision of this Plan to the contrary, if any payment or benefit hereunder is subject to section 409A of the Code, and if such payment or benefit is to be paid or provided on account of the Participant's termination of employment (or other separation from service):

(a) and if the Participant is a specified employee (within the meaning of section 409A(a)(2)(B) of the Code) and if any such payment or benefit is required to be made or provided prior to the first day of the seventh month following the Participant's separation from service or termination of employment, such payment or benefit shall be delayed until the first day of the seventh month following the Participant's termination of employment or separation from service (or, if earlier, on death); and

(b) the determination as to whether the Participant has had a termination of employment (or separation from service) shall be made in accordance with the provisions of section 409A of the Code and the guidance issued thereunder without application of any alternative levels of reductions of bona fide services permitted thereunder.

EXHIBIT A

EMPLOYERS

- Vestis Corporation and its U.S. wholly owned Subsidiaries