

**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**

May 5, 2025

Date of Report (Date of earliest event reported)

Vestis Corporation

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or other Jurisdiction of Incorporation)

**1035 Alpharetta Street, Suite 2100,
Roswell, Georgia**

(Address of Principal Executive Offices)

001-41783

(Commission File Number)

92-2573927

(IRS Employer Identification No.)

30075

(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:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on which Registered</u>
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 ☐

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 1.01. Entry into a Material Definitive Agreement.

On May 5, 2025, Vestis Corporation (the “Company”) and Keith A. Meister and Corvex Management LP (“Corvex”) entered into an amendment (the “Amendment”) to that certain Letter Agreement, dated June 18, 2024 (“Letter Agreement”), between the parties that increases the beneficial ownership limit from 15.0% to 20.0% (and economic exposure limit from 17.0% to 20.0%) of the outstanding shares of the Company’s common stock that Corvex and its affiliates are permitted to acquire during the standstill period. The standstill provisions, including the increased ownership limit, continue in effect through the date Mr. Meister is no longer serving on the Company’s Board of Directors.

A copy of the Amendment 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 Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 1 to Letter Agreement, dated May 5, 2025, by and among the Company and Keith A. Meister and Corvex
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: May 6, 2025

By: /s/ André C. Bouchard
Name: André C. Bouchard
Title: Executive Vice President, Chief Legal Officer, General Counsel and Secretary

May 5, 2025

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

Ladies and Gentlemen:

Vestis Corporation (the “Company”), on the one hand, and Keith A. Meister and Corvex Management LP (“Corvex,” and together with Mr. Meister, the “Corvex Group”), on the other hand, mutually agreed to the terms contained in that certain letter agreement, dated June 18, 2024 (the “Letter Agreement”). Certain capitalized terms used but not defined in this Amendment No. 1 to Nondisclosure Agreement (this “Amendment”) shall have the meanings assigned to them in the Letter Agreement. The Parties, intending to be legally bound, agree to amend the Letter Agreement as follows:

1. Standstill. The Parties hereby consent and agree to amend and replace Section 1(a)(iii) of the Letter Agreement with the following:

“(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 Amendment) 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, or have economic exposure to, more than 20.0% 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).”

2. Entire Agreement; Amendment. The Letter Agreement, together with this Amendment, contains 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 the Letter Agreement and this Amendment. Neither the Letter Agreement nor any provision hereof 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. All references to the “Letter Agreement” in the Letter Agreement shall refer to the Letter Agreement as amended by this Amendment.

3. No Other Modifications. This Amendment shall only amend the Letter Agreement as expressly set forth herein. All other terms of the Letter Agreement shall remain in full force and effect.

[Signature Page Follows]

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

VESTIS CORPORATION

By: /s/ André C. Bouchard
Name: André C. Bouchard
Title: Executive Vice President, General Counsel and
Corporate Secretary

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

