

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)  
December 14, 2017

**UNIFIRST CORPORATION**

(Exact Name of Registrant as Specified in Charter)

Massachusetts

(State or Other Jurisdiction of Incorporation)

001-08504

(Commission File Number)

04-2103460

(IRS Employer Identification No.)

68 Jonspin Road, Wilmington, Massachusetts 01887  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (978) 658-8888

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 240.13e-4(c))

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.

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.**

*Employment Agreement with Steven S. Sintros*

On December 14, 2017, UniFirst Corporation (the “Company”) entered into an Employment Agreement (the “Employment Agreement”) with Steven S. Sintros, the Company’s President and Chief Executive Officer. The Employment Agreement provides for the employment of Mr. Sintros for a term of three years, subject to earlier termination as set forth in the agreement.

The initial annual base salary to be paid to Mr. Sintros will be \$500,000 effective as of July 31, 2017, the effective date of his appointment as President and Chief Executive Officer, through the end of the Company’s 2018 fiscal year. Thereafter, the base salary payable to Mr. Sintros will be reviewed on an annual basis consistent with the Company’s usual practices for senior executives. In addition, Mr. Sintros is entitled to participate in the Company’s executive cash bonus plan in the same manner as other senior executives of the Company and the Company’s CEO Cash Incentive Bonus Plan. For fiscal 2018, Mr. Sintros’ target cash bonus will be 67% of his fiscal 2018 base salary, with the actual amount to be determined in the discretion of the Compensation Committee based on Company and individual performance, consisting of the following: Mr. Sintros will be entitled to a bonus of up to (1) 34% of his base salary under the 2018 executive bonus plan, (2) 20% of his base salary under the CEO Cash Incentive Bonus Plan and (3) 13% of his base salary based on his achievement of certain Management by Objectives (MBOs) established by the Compensation Committee.

Mr. Sintros is also entitled to participate in the Company’s long-term equity incentive program as determined by the Compensation Committee and the Board of Directors of the Company (the “Board”). Pursuant to the Employment Agreement, the Board, at the recommendation of the Compensation Committee, granted to Mr. Sintros the equity awards described below for fiscal 2018.

In the event that the Company terminates Mr. Sintros’ employment without cause or Mr. Sintros terminates his employment for good reason, each as defined in the Employment Agreement, Mr. Sintros will be entitled to receive (i) a pro-rated cash bonus, if any, for the fiscal year in which his employment is terminated and (ii) an amount equal to two times the sum of (a) his base salary then in effect and (b) his target cash bonus for the fiscal year in which his employment is terminated. Mr. Sintros has agreed under the Employment Agreement not to compete with the Company or to solicit the Company’s employees or customers for a period of 24 months following his termination.

*Performance-Based Restricted Stock Unit Award Agreement with Steven S. Sintros*

On December 14, 2017, the Company entered into a Restricted Stock Unit Award Agreement (the “Performance-Based RSU Agreement”) with Mr. Sintros pursuant to which the Company granted 1,512 restricted stock units (the “Performance RSUs”) to Mr. Sintros. The number of Performance RSUs to be earned will depend on whether and the extent to which the Company achieves certain consolidated revenues and adjusted operating margins as set forth in the Performance-Based RSU Agreement during fiscal 2018 (collectively, the “Performance Criteria”). The threshold, target and maximum numbers of Performance RSUs eligible to be earned under the Performance-Based RSU Agreement are 907, 1,210 and 1,512 respectively. The Performance RSUs earned upon achievement of the Performance Criteria will vest in three equal amounts on (i) the date on which it is determined that the Performance Criteria are met, (ii) the first anniversary of such date and (iii) the second anniversary of such date, provided that Mr. Sintros continues to be employed by the Company on each such date.

*Time-Based Restricted Stock Unit Award Agreement with Steven S. Sintros*

On December 14, 2017, the Company entered into a Restricted Stock Unit Award Agreement (the “Time-Based RSU Agreement”) with Mr. Sintros pursuant to which the Company granted 3,023 restricted stock units (the “Time-Based RSUs”) to Mr. Sintros. The Time-Based RSUs will vest 20% per year on each anniversary of the grant date with the first vesting occurring on the first anniversary of the grant date. Such vesting is subject to the continued employment of Mr. Sintros on each such vesting date.

### *Stock Appreciation Right Award Agreement with Steven S. Sintros*

On December 14, 2017, the Company entered into a Stock Appreciation Right Award Agreement (the “SAR Agreement”) with Mr. Sintros pursuant to which the Company granted 5,152 stock-settled stock appreciation rights to Mr. Sintros. Such stock appreciation rights have an exercise price of \$165.40, expire 10 years from the grant date and vest and become exercisable 20% per year on each anniversary of the grant date with the first vesting occurring on the first anniversary of the grant date. Such vesting is subject to the continued employment of Mr. Sintros on each such vesting date.

The foregoing summaries are qualified in their entirety by reference to the Employment Agreement, the Performance-Based RSU Agreement, the Time-Based RSU Agreement and the SAR Agreement, copies of which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K.

### *Form of Time-Based Restricted Stock Unit Award Agreement*

On December 14, 2017, the Board approved a form of Restricted Stock Unit Award Agreement with respect to grants of time-based restricted stock units under the Amended and Restated 2010 Stock Option and Incentive Plan.

The form of such Restricted Stock Unit Award Agreement is filed as Exhibit 10.5 to this Current Report on Form 8-K.

### *Election of Shane O’Connor as Senior Vice President and Chief Financial Officer*

On December 14, 2017, the Board elected Shane O’Connor as the Company’s Senior Vice President and Chief Financial Officer, and its principal accounting officer, effective January 5, 2018. Mr. Sintros, the Company’s President and Chief Executive Officer, will continue to serve as Chief Financial Officer and principal accounting officer until the effective date of Mr. O’Connor’s election as of January 5, 2018.

Mr. O’Connor, 43, is a Certified Public Accountant and worked at the Company from 2005 to 2016, most recently in the role of Corporate Controller, to which he was promoted in 2009. In 2016, Mr. O’Connor left the Company to take the role of Senior Vice President and Chief Financial Officer at Unidine Corporation, a leader in dining management services.

Prior to joining the Company in 2005, Mr. O’Connor worked as a manager with Ernst & Young LLP in their Boston offices. Mr. O’Connor attended Clarkson University, where he earned a Masters of Business Administration in Finance, and the University of Notre Dame, where he received a Masters of Professional Accountancy. He also earned his undergraduate degree in mathematics at the State University of New York.

The Compensation Committee set Mr. O’Connor’s initial annual base salary at \$335,000. The Compensation Committee also approved a fiscal 2018 cash bonus award to Mr. O’Connor in the amount of \$80,000 to be paid at the time the Company pays cash bonuses under the 2018 executive bonus plan to the Company’s other executives. Mr. O’Connor will receive a signing bonus in the amount of \$100,000. Mr. O’Connor will also receive a number of stock appreciation rights that will result in such stock appreciation rights having a value (based on the valuation methodology used by the Company in its financial statements) at the time of grant equal to \$58,750 at an exercise price equal to the closing price of the Company’s common stock on the grant date. Such stock appreciation rights will vest on the fifth anniversary of the grant date, subject to Mr. O’Connor’s continued employment on such date. The Compensation Committee also approved the grant to Mr. O’Connor of a number of time-based restricted stock units equal to \$176,250 divided by the closing price of the Company’s common stock on the grant date. Such restricted stock units will vest on the fifth anniversary of the grant date, subject to Mr. O’Connor’s continued employment on such date.

**Item 9.01****Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1*	<a href="#"><u>Employment Agreement, dated December 14, 2017, between the Company and Steven S. Sintros</u></a>
10.2*	<a href="#"><u>Restricted Stock Unit Award Agreement, dated December 14, 2017, between the Company and Steven S. Sintros</u></a>
10.3*	<a href="#"><u>Restricted Stock Unit Award Agreement, dated December 14, 2017, between the Company and Steven S. Sintros</u></a>
10.4*	<a href="#"><u>Stock Appreciation Right Award Agreement, dated December 14, 2017, between the Company and Steven S. Sintros</u></a>
10.5*	<a href="#"><u>Form of Restricted Stock Unit Award Agreement under the 2010 Stock Option and Incentive Plan</u></a>

\* Filed herewith.



**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is entered into this 14th day of December, 2017 effective as of the 31st day of July, 2017 (the "Effective Date"), between UniFirst Corporation, a Massachusetts corporation (the "Company"), and Steven S. Sintros (the "Executive").

WHEREAS, the Board of Directors of the Company (the "Board") unanimously approved the appointment of the Executive as President and Chief Executive Officer of the Company as of the Effective Date; and

WHEREAS, the Company desires to retain the services of the Executive and the Executive desires to be employed by the Company, all upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term, Position and Duties.** The term of this Agreement shall commence on the date hereof and end on the third anniversary of the date hereof unless terminated prior to such date in accordance with the terms of this Agreement. The Executive agrees to serve as the Chief Executive Officer and President of the Company and shall have supervision and control over and responsibility for the day-to-day business and affairs of the Company and shall have such other additional powers and duties as may from time to time be prescribed by the Board. The Executive shall devote his full working time and efforts to the business and affairs of the Company. The Executive shall also serve as a member of the Board as a Class II Director until the next annual meeting of the Company's stockholders at which directors are elected by the Company's stockholders. During the term of this Agreement, the Executive shall be nominated as a candidate for re-election as a member of the Board in accordance with the Company's organizational documents. The Executive agrees that he will receive no additional compensation as a member of the Board and will resign from the Board, and all committees thereof, if applicable, upon termination of his employment hereunder.

2. **Compensation and Related Matters.**

(a) **Base Salary.** The Executive's initial annual base salary under this Agreement shall be \$500,000 beginning as of the Effective Date through the end of the Company's 2018 fiscal year ("Fiscal 2018"). Thereafter, the Executive's base salary shall be reviewed annually in a manner that is consistent with the Company's usual practices for senior executives as determined by the Compensation Committee of the Board.

(b) **Incentive Cash Compensation.** The Executive shall be entitled to participate in the Company's executive cash bonus plan and CEO Cash Incentive Bonus Plan as determined by the Compensation Committee of the Board. The CEO Cash Incentive Bonus Plan is set forth on Appendix A hereto. For Fiscal 2018, the Executive's target cash bonus shall be 67% of his Fiscal 2018 base salary, with the actual amount to be determined in the discretion of the Compensation Committee based on Company and individual performance, broken out as follows: the Executive shall be entitled to a bonus of up to (1) 34% of his base salary under the Executive Bonus Plan, (2) 20% of his base salary under the CEO Cash Incentive Bonus Plan and (3) 13% of his base salary based on his achievement of certain MBOs to be established by the Compensation Committee.

(c) **Annual Equity Awards.** The Executive shall be entitled to participate in the Company's long-term equity incentive program as determined by the Compensation Committee of the Board. For Fiscal 2018, the Executive shall be entitled to receive a target equity award of \$1,000,000, with (1) 50% of such equity award in the form of restricted stock units that vest over a 5-year period, which shall be granted to the Executive pursuant to a Restricted Stock Unit Award Agreement substantially in the form attached hereto as Exhibit A (the "Time-Based RSU Agreement"), (2) 25% of such equity award in the form of stock-settled stock appreciation rights that vest over a 5-year period, which shall be granted to the Executive pursuant to a Stock Appreciation Right Award Agreement substantially in the form attached hereto as Exhibit B (the "SAR Agreement"), and (3) 25% of such equity award in the form of performance based restricted stock units, which shall be granted to the Executive pursuant to a Restricted Stock Unit Award Agreement substantially in the form attached hereto as Exhibit C (the "Performance-Based RSU Agreement").

(d) **Other Benefits.** The Executive shall be entitled to continue to participate in or receive benefits and perquisites consistent with those participated in or received by other senior executives at the Company.

3. Termination. The Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment if he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement, with or without reasonable accommodation, for a period of 270 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether during any period the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Executive to whom the Company has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. Notwithstanding any other provision of this Agreement, the Company may terminate the Executive's employment hereunder for Cause by a vote of the Board at a meeting of the Board called and held for such purpose at which the Executive is present and given an opportunity to be heard. For purposes of this Agreement, "Cause" shall mean: (i) the commission by the Executive of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Executive that would reasonably be expected to result in material injury or significant reputational harm to the Company if he were retained in his position; (ii) continued non-performance by the Executive of a material portion of his duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or disability) which has continued for more than 30 days following written notice of such non-performance from the Board; (iii) a breach by the Executive of any of the provisions contained in Section 6 of this Agreement; or (iv) failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement which does not constitute a termination for Cause under Section 3(c) and does not result from the death or disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive With Good Reason. The Executive may terminate his employment hereunder at any time with Good Reason. For purposes of this Agreement "Good Reason" shall mean that the Executive has complied with the "Good Reason Process" (hereinafter defined) following either of a (i) material diminution in the Executive's duties, authority and responsibilities or a (ii) material change in the geographic location of the headquarters of the Company at which the Executive provides services to the Company (in either case, a "Good Reason Condition"). Such termination shall be deemed a termination by the Company without Cause and shall be treated in accordance with Section 4(b) herein, provided that the Executive has complied with the Good Reason Process. Good Reason Process shall mean that:

(1) the Executive reasonably determines in good faith that a Good Reason Condition has occurred;

(2) the Executive notifies the Company in writing of the occurrence of the Good Reason Condition within 60 days of the occurrence of such condition;

(3) the Executive cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the Good Reason Condition;

(4) notwithstanding such efforts, the Good Reason condition continues to exist; and

(5) the Executive terminates employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, a Good Reason Condition shall be deemed not to have occurred.

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason, the Company shall pay or provide to the Executive (or to his authorized representative or estate) any earned but unpaid base salary, incentive compensation earned but not yet paid, unpaid expense reimbursements, accrued but unused vacation and any vested benefits the Executive may have under any employee benefit plan of the Company (the "Accrued Benefit") on or before the Executive's date of termination, or in the case of termination pursuant to Section 4(b), the date that is 30 days after

the date on which a written notice of termination is communicated by the Company to the Executive (the “Date of Termination”).

(b) Termination by the Company Without Cause or by the Executive for Good Reason. If the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or by the Executive for Good Reason as provided in Section 3(e), then the Company shall, through the Date of Termination, pay the Executive his Accrued Benefit. In addition, subject to the Executive signing a general release of claims in favor of the Company and related persons and entities in a form and manner mutually satisfactory to the Company and the Executive (the “Release”) within the 21-day period following the Date of Termination and the expiration of the seven-day revocation period for the Release, the Company shall pay the Executive the following amounts (the “Severance Amount”): (i) a pro-rated cash bonus, if any, earned by the Executive for the fiscal year in which the Date of Termination occurs as determined by the Compensation Committee of the Board (unless such pro-rated cash bonus is determined to be earned but unpaid incentive compensation for purposes of the Accrued Benefit, in which case such pro-rated cash bonus shall not be paid in addition to the payment of such incentive compensation) and (ii) an amount equal to two times the sum of (i) Executive’s base salary then in effect on the Date of Termination plus (ii) the target cash bonus for the fiscal year in which the date of termination occurs. Subject to the Executive signing the Release within the 21-day period following the Date of Termination and the expiration of the seven-day revocation period for the Release, the Company shall pay the cost to continue the Executive’s insurance benefits (medical and dental) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of 24 months, or until he becomes eligible to receive insurance benefits from a new employer, if sooner. The Severance Amount shall be paid out in substantially equal installments in accordance with the Company’s payroll practice over 24 months, beginning on the first payroll date that occurs 30 days after the Date of Termination. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), each installment payment is considered a separate payment. Notwithstanding the foregoing, if the Executive breaches any of the provisions contained in Section 6 of this Agreement, all payments of the Severance Amount shall immediately cease.

5. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

6. Confidential Information, Noncompetition and Cooperation.

(a) Confidential Information. As used in this Agreement, “Confidential Information” means trade secrets and other confidential information belonging to the Company which is of value to the Company in the course of conducting its business and the disclosure of which could result in a competitive or other disadvantage to the Company. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive’s duties under Section 6(b).

(b) Confidentiality. The Executive understands and agrees that the Executive’s employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Confidential Information. At all times, both during the Executive’s employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of the Company, except as may be necessary or convenient in the ordinary course of performing the Executive’s duties to the Company.

(c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by the Company or are produced by the Executive in connection with the Executive’s employment will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property as and when requested by the Company. In any event, the Executive will return all such materials and property immediately upon termination of the Executive’s employment for any reason. The Executive will not retain with the Executive any such material or property or any copies thereof after such termination.

(d) Noncompetition and Nonsolicitation. During the Executive’s employment with the Company and for 24 months thereafter, regardless of the reason for the termination, the Executive (i) will not, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest in any Competing Business (as hereinafter defined); (ii) will refrain from directly or indirectly employing, attempting to employ, recruiting or otherwise soliciting, inducing or influencing any person to leave employment with the Company (other than terminations of employment of subordinate employees undertaken in the course of the Executive’s employment with the Company); and (iii) will refrain from soliciting or encouraging any customer or supplier to terminate or otherwise modify adversely its business relationship with the Company. The Executive understands that the restrictions set forth in this Section 6(d) are intended to protect the Company’s interest in its Confidential Information and established employee, customer and supplier relationships and goodwill, and agrees that such restrictions are reasonable and appropriate for this purpose. For purposes of this Agreement, the term “Competing Business” shall mean a business which is competitive with any business which the Company or any of its subsidiaries is conducting on the Date of Termination. Notwithstanding the foregoing, the Executive may own up to one percent (1%) of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business; provided, however, that in no event will the Executive directly acquire following the Date of Termination any shares of the outstanding common stock of Aramark or Cintas Corporation.

(e) Injunctive Relief. The Executive acknowledges that the restrictions contained in this Section 6, in view of the nature of the business in which the Company is engaged, are reasonable and necessary to protect the legitimate interests of the Company. The Executive understands that the remedies at law for his violation of any of the covenants or provisions of this Section 6 will be inadequate, that such violations will cause irreparable injury within a short period of time, and that the Company shall be entitled to preliminary injunctive relief and other injunctive relief against such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies the Company shall have in law and equity for the enforcement of those covenants and provisions.

7. Integration. This Agreement, together with the Time-Based RSU Agreement, the SAR Agreement and the Performance-Based RSU Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements between the parties concerning such subject matter.

8. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

9. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive’s employment to the extent necessary to effectuate the terms contained herein.

10. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party.

11. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or

certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board.

12. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

13. Governing Law. This is a Massachusetts contract and shall be construed under and be governed in all respects by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws principles of such Commonwealth.

14. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. The Executive consents to any assignment of this Agreement by the Company. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall constitute a termination of the Executive's employment without Cause.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be taken to be an original but such counterparts shall together constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

UNIFIRST  
CORPORATION

By: /s/ Raymond C. Zemlin  
Raymond C. Zemlin  
Chairman of the Board of  
Directors

EXECUTIVE

/s/ Steven S. Sintros  
Steven S. Sintros

**Exhibit A**

**Restricted Stock Unit Award Agreement**

[Filed as Exhibit 10.2 to the Company's Current Report on Form 8-K on December 20, 2017]

**Exhibit B**

**Stock Appreciation Right Award Agreement**

[Filed as Exhibit 10.4 to the Company's Current Report on Form 8-K on December 20, 2017]

**Exhibit C**

**Restricted Stock Unit Award Agreement**

[Filed as Exhibit 10.3 to the Company's Current Report on Form 8-K on December 20, 2017]

**UNIFIRST CORPORATION**  
**CEO CASH INCENTIVE BONUS PLAN**

I. Purpose

The purpose of the UniFirst Corporation CEO Cash Incentive Bonus Plan (the “**Plan**”) is to establish a program of incentive compensation for the Chief Executive Officer of the Company (the “**CEO**”). The Plan provides additional annual incentives to the CEO, contingent upon meeting certain corporate goals.

II. Definitions

“**Board**” means the Board of Directors of the Company.

“**Bonus Award**” means the award, as determined by the Committee, to be granted to the CEO on an annual basis. As used herein, annual means that no more than one Bonus Award shall be granted with respect to any fiscal year or portion thereof.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Committee**” means the Compensation Committee of the Board.

“**Company**” means UniFirst Corporation.

“**Employment Agreement**” means the Employment Agreement between the CEO and the Company.

“**162(m) Bonus Award**” means a Bonus Award that is intended to qualify for the performance-based compensation exception to Section 162(m) of the Code, as further described in Article VI.

“**Performance Criteria**” means objective performance criteria established by the Committee with respect to 162(m) Bonus Awards. Performance Criteria shall be measured in terms of any one or more of the following objectives, as such objectives relate to Company-wide objectives: (i) market value; (ii) book value; (iii) earnings per share; (iv) market share; (v) operating profit; (vi) net income; (vii) cash flow; (viii) return on capital; (ix) return on assets; (x) return on equity; (xi) margins; (xii) shareholder return; (xiii) sales or revenue; (xiv) operating margin; (xv) operating margin as adjusted by objective measurements; (xvi) earnings before interest, taxes, depreciation and amortization; (xvii) net sales; or (xviii) balance sheet measurements.

Each grant of a 162(m) Bonus Award shall specify the Performance Criteria to be achieved, a minimum acceptable level of achievement below which no payment or award will be made, a maximum award level and a formula for determining the amount of any payment or award to be made, if any, if performance is at or above the minimum acceptable level but falls short of full achievement of the maximum Performance Criteria.

If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or other events or circumstances render the Performance Criteria to be unsuitable, the Committee may modify such Performance Criteria, in whole or in part, as the Committee deems appropriate and equitable; provided, however, that no such modification shall be made if the effect would be to cause a 162(m) Bonus Award to fail to qualify for the performance-based compensation exception to Section 162(m) of the Code. In addition, at the time performance goals are established as to a 162(m) Bonus Award, the Committee is authorized to determine the manner in which the Performance Criteria related thereto will be calculated or measured to take into account certain factors over which the CEO has no control or limited control, including changes in industry margins, general economic conditions, interest rate movements, changes in levels of measurable losses, costs or expenses and changes in accounting principles.

“**Performance Period**” means the period during which performance is measured to determine the level of attainment of a Bonus Award.

III. Administration

The Committee, in its sole discretion, will establish the award amounts which may be earned by the CEO (which may be expressed in terms of dollar amount, percentage of salary or any other measurement), establish goals for the CEO with respect to the award (which may be objective or subjective, and based on individual or Company performance), calculate and determine the CEO's level of attainment of such goals, and calculate the Bonus Award for the CEO based upon such level of attainment.

Except as otherwise herein expressly provided, full power and authority to construe, interpret, and administer the Plan shall be vested in the Committee, including the power to amend or terminate the Plan. The Committee may at any time adopt such rules, regulations, policies, or practices as, in its sole discretion, it shall determine to be necessary or appropriate for the administration of, or the performance of its respective responsibilities under, the Plan. The Committee may at any time amend, modify, suspend, or terminate such rules, regulations, policies, or practices.

IV. Bonus Awards

It is expected that the Committee, based upon information to be supplied by management of the Company, will establish for the CEO for each Performance Period a minimum, target and maximum award and goals relating to Company and will communicate such award levels and goals to the CEO prior to or during the Performance Period for which such award may be made. Bonus Awards will be earned by the CEO based upon the level of attainment of his goals during the applicable Performance Period. As soon as practicable after the end of the applicable Performance Period, the Committee shall determine the level of attainment of the goals and the amount of the Bonus Award payable to the CEO.

V. Payment of Bonus Awards

Bonus Awards earned during any Performance Period shall be payable as soon as practicable following the end of such Performance Period and the determination of the amount thereof shall be made by the Committee. Payment of Bonus Awards shall be made in the form of cash. Bonus Award amounts earned but not yet paid will not accrue interest.

VI. 162(m) Bonus Awards

Unless determined otherwise by the Committee, each Bonus Award awarded under the Plan shall be a 162(m) Bonus Award and will be subject to the following requirements, notwithstanding any other provision of the Plan to the contrary:

1. No 162(m) Bonus Award may be paid unless and until the shareholders of the Company have approved the Plan (and to the extent required by Section 162(m) of the Code, re-approved the Plan) in a manner that complies with the shareholder approval requirements of Section 162(m) of the Code.
2. A 162(m) Bonus Award may be made only by a Committee that is comprised solely of not less than two directors, each of whom is an "outside director" (within the meaning of Section 162(m) of the Code).
3. The performance goals to which a 162(m) Bonus Award is subject must be based solely on Performance Criteria. Such performance goals, and the minimum, target and maximum Bonus Award payable upon attainment thereof, must be established by the Committee within the time limits required in order for the 162(m) Bonus Award to qualify for the performance-based compensation exception to Section 162(m) of the Code.
4. No 162(m) Bonus Award may be paid until the Committee has certified the level of attainment of the applicable Performance Criteria.
5. The maximum amount of a 162(m) Bonus Award under this Plan for any Performance Period is \$2,000,000.

VII. Reorganization or Discontinuance

The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from 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. The Company will make appropriate provision for the preservation of the CEO's rights under the Plan in any agreement or plan which it may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

VIII. Non-Alienation of Benefits

The CEO may not assign, sell, encumber, transfer or otherwise dispose of any rights or interests under the Plan except by will or the laws of descent and distribution. Any attempted disposition in contravention of the preceding sentence shall be null and void.

IX. Taxes

The Company shall deduct from all amounts paid under the Plan all federal, state, local and other taxes required by law to be withheld with respect to such payments.

X. Termination of Employment

In the event the CEO's employment with the Company is terminated for Cause (as defined in the Employment Agreement), then any outstanding Bonus Award will be terminated and no portion of it will be paid to the CEO. If the CEO's employment with the Company is terminated without Cause or by reason of the CEO's death or Disability (as defined in the Employment Agreement), then any outstanding Bonus Award will remain in effect and a portion (based on the percentage of the applicable Performance Period during which the CEO was employed by the Company) of any amount earned thereunder based on the Company's achievement of any Performance Criteria will be payable to the CEO.

XI. Unfunded Plan

The CEO shall have no right, title, or interest whatsoever in or to any investments that the Company may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and the CEO. To the extent that any person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts.

The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

XII. Governing Law

The terms of the Plan and all rights thereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to principles of conflict of laws.

XIII. Other Compensation

Neither the establishment of this Plan nor the grant of a Bonus Award pursuant to this Plan shall constitute an amendment to or otherwise modify the Employment Agreement or otherwise prevent the Company from establishing other compensation plans or arrangements or making awards to the CEO pursuant to such other plans or arrangements.

XIV. Effective Date

The original effective date of the Plan is December 5, 2012.

Amended: April 2, 2013

Amended: December 14, 2017

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
UNDER THE UNIFIRST CORPORATION  
2010 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:	<u>Steven S. Sintros</u>
No. of Restricted Stock Units:	<u>1,512</u>
Grant Date:	<u>December 14, 2017</u>

Pursuant to the UniFirst Corporation Amended and Restated 2010 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), UniFirst Corporation (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.10 per share (the "Stock"), of the Company.

1. Restrictions on Transfer of Award. The Grantee shall have no rights with respect to this Award unless Grantee shall have accepted this Award by signing and delivering a copy of this Award Agreement as set forth herein. If this Award is not so accepted within 30 days of the Grant Date, the Grantee shall forfeit the Award in its entirety (regardless of whether vested or unvested). This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have been earned and have vested as provided in Paragraphs 2 and 3 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Earning of Restricted Stock Units.

(a) The number of Restricted Stock Units to be earned by the Grantee will vary depending upon the Company's achievement of the Performance Criteria, as set forth below in this Paragraph 2. The number of Restricted Stock Units determined pursuant to this Paragraph 2 shall be deemed earned by the Grantee.

(b) The Performance Criteria for the determination of the number of Restricted Stock Units earned hereunder will be based on the Company's consolidated revenue adjusted as set forth in Paragraph 2(c) ("Revenue") and operating margin adjusted as set forth in Paragraph 2(c) ("Operating Margin") for the last three fiscal quarters of the Company's 2018 fiscal year on a cumulative basis ("Fiscal 2018"). The maximum number of Restricted Stock Units that may be earned on account of the achievement of the Performance Criteria based on the Company's Revenue is 756 Restricted Stock Units. The maximum number of Restricted Stock Units that may be earned on account of the achievement of the Performance Criteria based on the Company's Operating Margin is 756 Restricted Stock Units. Such Performance Criteria and the number of Restricted Stock Units that will be earned upon achievement of such Performance Criteria are as follows:

Fiscal 2018:

	<u>Performance Achieved</u>	<u>Number of Shares Earned</u>
<u>Threshold:</u>	Revenue - \$1,625,000,000 less the amount of Revenue from the first fiscal quarter of Fiscal 2018	454
	Operating Margin - The percentage amount for the last nine months of Fiscal 2018 that, when averaged on a weighted basis with the actual Operating Margin from the first fiscal quarter of Fiscal 2018, is 14.50%	453
<u>Target:</u>	Revenue - \$1,637,500,000 less the amount of Revenue from the first fiscal quarter of Fiscal 2018	605
	Operating Margin - The percentage amount for the last nine months of Fiscal 2018 that, when averaged on a weighted basis with the actual Operating Margin from the first fiscal quarter of Fiscal 2018, is 15.50%	605
<u>Maximum:</u>	Revenue - \$1,650,000,000 less the amount of Revenue from the first fiscal quarter of Fiscal 2018	756
	Operating Margin - The percentage amount for the last nine months of Fiscal 2018 that, when averaged on a weighted basis with the actual Operating Margin from the first fiscal quarter of Fiscal 2018, is 16.50%	756

(c) The Administrator shall certify at its first meeting after the first public release by the Company of its audited financial

statements for Fiscal 2018 whether the Performance Criteria have been met with respect to such fiscal year (the "Certification Date").

All determinations regarding satisfaction of the Performance Criteria will be based on the Company's audited financial statements and its books and records for Fiscal 2018; provided that (1) the Company's revenues shall be adjusted to reflect the impact of any decrease in the exchange rate of the Canadian dollar to the U.S. dollar from 0.80 to 1.0 during Fiscal 2018, and (2) the Company's operating margins shall be adjusted to add back non-cash items, including depreciation, intangibles amortization and stock-based compensation and to reflect the following exclusions: changes in Generally Accepted Accounting Principles impacting operating income, any losses, costs or expenses associated with or arising from any claims, litigation, regulatory investigations, or environmental investigations and remediation which in the aggregate in Fiscal 2018 are in excess of \$500,000; any losses, costs or expenses associated with or arising from any impairment of tangible or intangible assets; any losses, costs or expenses associated with or arising from any natural catastrophes, war, terrorism, business interruption or similar events; certain gain contingencies; any health care costs or expenses in Fiscal 2018 that are in excess of 3.1% of the Company's Revenue for such period; and any costs for Fiscal 2018 for any outside contractor or consultant, or internal employees (for those individuals hired after October 1, 2017), in each case associated with or related to the planning, development, testing, training, transition, or deployment of the UniFirst Billing System which are expensed for financial statement reporting purposes.

3. Vesting of Restricted Stock Units. To the extent the Restricted Stock Units are earned pursuant to and in accordance with Paragraph 2 of this Agreement, the restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date

<u>Number of Shares Vested</u>	<u>Vesting Date</u>
33.33% of Shares Earned	Certification Date
33.33% of Shares Earned	First Anniversary of Certification Date
33.34% of Shares Earned	Second Anniversary of Certification Date

Subsequent to such Vesting Date or Dates, the Restricted Stock Units shall be settled as set forth in Paragraph 5 below. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 3.

4. Termination of Employment. If the Grantee's employment with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 3, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

5. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 3 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

6. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

7. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

8. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

9. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

11. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**UNIFIRST CORPORATION**

By: /s/ Raymond C. Zemlin  
Raymond C. Zemlin  
Chairman of the Board of Directors

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: December 14, 2017

/s/ Steven S. Sintros  
Grantee's Signature

Grantee's name and address:

Steven S. Sintros  
c/o UniFirst Corporation  
68 Jonspin Road  
Wilmington, MA 01887

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
UNDER THE UNIFIRST CORPORATION  
2010 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:	<u>Steven S. Sintros</u>
No. of Restricted Stock Units:	<u>3,023</u>
Grant Date:	<u>December 14, 2017</u>

Pursuant to the UniFirst Corporation Amended and Restated 2010 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), UniFirst Corporation (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.10 per share (the "Stock"), of the Company.

1. Restrictions on Transfer of Award. The Grantee shall have no rights with respect to this Award unless Grantee shall have accepted this Award by signing and delivering a copy of this Award Agreement as set forth herein. If this Award is not so accepted within 30 days of the Grant Date, the Grantee shall forfeit the Award in its entirety (regardless of whether vested or unvested). This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

<u>Incremental Number of Restricted Stock Units Vested</u>	<u>Vesting Date</u>
Twenty Percent (20%)	December 14, 2018
Twenty Percent (20%)	December 14, 2019
Twenty Percent (20%)	December 14, 2020
Twenty Percent (20%)	December 14, 2021
Twenty Percent (20%)	December 14, 2022

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Employment. If the Grantee's employment with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of

the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**UNIFIRST CORPORATION**

By: /s/ Raymond C. Zemlin  
Raymond C. Zemlin  
Chairman of the Board of Directors

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: December 14, 2017

/s/ Steven S. Sintros  
\_\_\_\_\_  
Grantee's Signature  
  
Grantee's name and address:  
Steven S. Sintros  
\_\_\_\_\_  
c/o UniFirst Corporation  
\_\_\_\_\_  
68 Jonspin Road  
\_\_\_\_\_  
Wilmington, MA 01887  
\_\_\_\_\_

**STOCK APPRECIATION RIGHT AWARD AGREEMENT  
FOR COMPANY EMPLOYEES  
UNDER THE UNIFIRST CORPORATION  
2010 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:	Steven S. Sintros
No. of Shares subject to Stock Appreciation Right:	5,152
Exercise Price per Share:	165.40
Grant Date:	December 14, 2017
Expiration Date:	December 14, 2027

Pursuant to the UniFirst Corporation 2010 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), UniFirst Corporation (the "Company") hereby grants to the Grantee named above during the period commencing on the Grant Date and ending on the Expiration Date, a Stock Appreciation Right (the "Stock Appreciation Right") with respect to the number of shares of Common Stock, par value \$0.10 per share (the "Stock") of the Company specified above at the Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Appreciation Right entitles the Grantee to the right to receive from the Company shares of Stock having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the Exercise Price multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised, rounded down to the nearest whole share.

1. Exercisability Schedule. No portion of this Stock Appreciation Right may be exercised until such portion shall have become vested and exercisable. Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the exercisability schedule hereunder, this Stock Appreciation Right shall be exercisable with respect to the following number of shares of Stock subject to this Stock Appreciation Right on the dates indicated:

<u>Incremental Number of Underlying Shares Exercisable</u>	<u>Exercisability Date</u>
Twenty Percent (20%)	December 14, 2018
Twenty Percent (20%)	December 14, 2019
Twenty Percent (20%)	December 14, 2020
Twenty Percent (20%)	December 14, 2021
Twenty Percent (20%)	December 14, 2022

Once exercisable, this Stock Appreciation Right shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date, subject to the provisions hereof and of the Plan.

2. Manner of Exercise.

(a) The Grantee may exercise this Stock Appreciation Right by giving written notice of exercise to the Company specifying the number of shares of Stock underlying this Stock Appreciation Right to be exercised. The Grantee shall thereupon be entitled to receive, subject to Section 6 hereof, the largest whole number of shares of Stock with a value closest to, but not in excess of, the product of (i) the Fair Market Value of a share of Stock on the date of exercise less the Exercise Price per share, multiplied by (ii) the number of shares of Stock underlying the Stock Appreciation Right that is being exercised.

The transfer to the Grantee on the records of the Company or of the transfer agent of such Shares of Stock will be contingent upon (i) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (ii) the receipt by the Company of any agreement, statement or other evidence that the Company may

require to satisfy itself that the issuance of Stock pursuant to the exercise of Stock Appreciation Rights under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations.

(b) The shares of Stock issued upon exercise of this Stock Appreciation Right shall be transferred to the Grantee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such issuance and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Grantee. The Grantee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock to be issued upon exercise of this Stock Appreciation Right unless and until this Stock Appreciation Right shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Grantee, and the Grantee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have full voting, dividend and other ownership rights with respect to the shares of Stock so issued.

(c) The minimum number of shares with respect to which this Stock Appreciation Right may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Appreciation Right is being exercised is the total number of shares subject to exercise under this Stock Appreciation Right at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Appreciation Right shall be exercisable after the Expiration Date hereof.

3. Termination of Employment. If the Grantee's employment by the Company or a Subsidiary (as defined in the Plan) is terminated, the period within which to exercise the Stock Appreciation Right may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Grantee's employment terminates by reason of the Grantee's death, any portion of this Stock Appreciation Right which was vested and exercisable at the date of death may thereafter be exercised by the Grantee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier.

(b) Termination Due to Disability. If the Grantee's employment terminates by reason of the Grantee's disability (as determined by the Administrator), any portion of this Stock Appreciation Right which was vested and exercisable at the time of such termination may thereafter be exercised by the Grantee for a period of 12 months from the date of termination or until the Expiration Date, if earlier.

(c) Termination Due to Normal Retirement. In connection with the Grantee's Normal Retirement, this Stock Appreciation Right shall be deemed to be fully vested and exercisable as of the date of such Normal Retirement and shall continue to be exercisable until the Expiration Date.

(d) Termination for Cause. If the Grantee's employment terminates for Cause, any portion of this Stock Appreciation Right outstanding on such date shall terminate immediately and be of no further force and effect.

(e) Other Termination. If the Grantee's employment terminates for any reason other than the Grantee's death, the Grantee's disability, the Grantee's Normal Retirement or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Appreciation Right outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Appreciation Right that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Grantee's employment shall be conclusive and binding on the Grantee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Appreciation Right shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Appreciation Right is exercisable, during the Grantee's lifetime, only by the Grantee, and thereafter, only by the Grantee's legal representative or legatee.

6. Tax Withholding. The Grantee shall, not later than the date as of which the exercise of this Stock Appreciation Right becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the minimum required tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

7. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

8. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**UNIFIRST CORPORATION**

By: /s/ Raymond C. Zemlin  
Raymond C. Zemlin  
Chairman of the Board of Directors

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned.

Dated: December 14, 2017

/s/ Steven S. Sintros

Grantee's Signature

Grantee's name and address:

Steven S. Sintros

c/o UniFirst Corporation

68 Jonspin Road

Wilmington, MA 01887

**FORM OF  
RESTRICTED STOCK UNIT AWARD AGREEMENT  
UNDER THE UNIFIRST CORPORATION  
2010 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee: \_\_\_\_\_  
 No. of Restricted Stock Units: \_\_\_\_\_  
 Grant Date: \_\_\_\_\_

Pursuant to the UniFirst Corporation Amended and Restated 2010 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), UniFirst Corporation (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Common Stock, par value \$0.10 per share (the "Stock"), of the Company.

1. Restrictions on Transfer of Award. The Grantee shall have no rights with respect to this Award unless Grantee shall have accepted this Award by signing and delivering a copy of this Award Agreement as set forth herein. If this Award is not so accepted within 30 days of the Grant Date, the Grantee shall forfeit the Award in its entirety (regardless of whether vested or unvested). This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

Incremental Number of <u>Restricted Stock Units Vested</u> _____ (___%)	<u>Vesting Date</u> _____
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The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Employment. If the Grantee's employment with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company

shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as “short-term deferrals” as described in Section 409A of the Code.

8. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the “Relevant Companies”) may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the “Relevant Information”). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**UNIFIRST CORPORATION**

By:

\_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company’s instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated:

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Grantee’s name and  
address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_