

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)  
March 27, 2018

**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

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

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 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 1.01. Entry into a Material Definitive Agreement.**

On March 27, 2018, UniFirst Corporation (the “Company”) entered into a Stock Repurchase Agreement (the “Repurchase Agreement”) with The Queue Limited Partnership, The Marie Croatti RC Trust - 2006, The Marie Croatti CC Trust - 2006, The Marie Croatti CL Trust - 2006, The Marie Croatti FC Trust - 2006 and Marie Croatti (collectively, the “Sellers”) pursuant to which the Company repurchased (the “Repurchase”) an aggregate of 1,104,510 shares of Class B Common Stock, par value \$0.10 per share, of the Company and 73,000 shares of Common Stock, par value \$0.10 per share, of the Company for a price per share equal to \$124.00. In connection with the Repurchase, the Sellers and certain of their affiliates agreed for a period of 90 days not to sell shares of the Company’s stock, subject to certain exceptions. Cynthia Croatti, Executive Vice President, Treasurer and Director of the Company, is President, Director and a shareholder of the general partner of The Queue Limited Partnership and is the daughter of Marie Croatti, the trustee and beneficiary of The Marie Croatti RC Trust - 2006, The Marie Croatti CC Trust - 2006, The Marie Croatti CL Trust - 2006 and The Marie Croatti FC Trust - 2006.

The description of the Repurchase Agreement is qualified in its entirety by reference to the Repurchase Agreement, which is filed with this Current Report on Form 8-K as Exhibit 10.1 and incorporated herein by reference. Additional information regarding the Repurchase is set forth in the press release (the “Press Release”) attached as Exhibit 99 to this Current Report on Form 8-K.

**Item 2.02. Results of Operations and Financial Condition.**

On March 28, 2018, the Company issued a Press Release announcing financial results for the second quarter of fiscal 2018, which ended on February 24, 2018. A copy of the Press Release is attached as Exhibit 99 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 2.02, including the exhibit attached hereto, shall not be deemed “filed” for any purpose, including for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of any general incorporation language in such filing.

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

(d) Exhibits

EXHIBIT NO.	DESCRIPTION
10.1	<a href="#">Stock Repurchase Agreement, dated as of March 27, 2018, by and among the Company and the Sellers</a>
99	<a href="#">Press release of the Company dated March 28, 2018</a>

SIGNATURES

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

UNIFIRST CORPORATION

Date: March 28, 2018

By: /s/ Steven S. Sintros  
Name: Steven S. Sintros  
Title: President and Chief Executive Officer

By: /s/ Shane O'Connor  
Name: Shane O'Connor  
Title: Senior Vice President and Chief Financial Officer

## STOCK REPURCHASE AGREEMENT

This STOCK REPURCHASE AGREEMENT (the “Agreement”) is made as of March 27, 2018 (the “Effective Date”), by and among UNIFIRST CORPORATION, a Massachusetts corporation (the “Purchaser”), THE QUEUE LIMITED PARTNERSHIP, a Delaware limited partnership (the “Queue Seller”), MARIE CROATTI, AS TRUSTEE OF THE MARIE CROATTI RC TRUST - 2006, UNDER INSTRUMENT OF TRUST DATED MAY, 23, 2006, AS AMENDED (the “Marie Croatti RC Seller”), MARIE CROATTI, AS TRUSTEE OF THE MARIE CROATTI CC TRUST - 2006, UNDER INSTRUMENT OF TRUST DATED MAY, 23, 2006, AS AMENDED (the “Marie Croatti CC Seller”), MARIE CROATTI, AS TRUSTEE OF THE MARIE CROATTI CL TRUST - 2006, UNDER INSTRUMENT OF TRUST DATED MAY, 23, 2006, AS AMENDED (the “Marie Croatti CL Seller”), MARIE CROATTI, AS TRUSTEE OF THE MARIE CROATTI FC TRUST - 2006, UNDER INSTRUMENT OF TRUST DATED MAY, 23, 2006, AS AMENDED (the “Marie Croatti FC Seller”), and MARIE CROATTI (“Marie Croatti” and collectively with the Marie Croatti RC Seller, the Marie Croatti CC Seller, the Marie Croatti CL Seller and the Marie Croatti FC Seller, the “Marie Croatti Sellers”). The Queue Seller and the Marie Croatti Sellers are collectively referred to herein as the “Sellers.”

WHEREAS, the Queue Seller desires to sell, and the Purchaser desires to repurchase, 1,062,211 shares (the “Queue Shares”) of the Class B Common Stock, par value \$0.10 per share (the “Class B Stock”), of the Purchaser, for a price per share equal to \$124.00 (the “Per Share Purchase Price”) on the terms and conditions set forth in this Agreement (the “Queue Transaction”);

WHEREAS, the Marie Croatti RC Seller desires to sell, and the Purchaser desires to repurchase, 28,282 shares (the “Marie Croatti RC Shares”) of the Class B Stock of the Purchaser, for a price per share equal to the Per Share Purchase Price on the terms and conditions set forth in this Agreement (the “Marie Croatti RC Transaction”);

WHEREAS, the Marie Croatti CC Seller desires to sell, and the Purchaser desires to repurchase, 4,616 shares (the “Marie Croatti CC Class B Shares”) of the Class B Stock of the Purchaser and 23,666 shares (the “Marie Croatti CC Common Shares” and collectively with the Marie Croatti CC Class B Shares, the “Marie Croatti CC Shares”) of the Common Stock, par value \$0.10 per share (the “Common Stock”), of the Purchaser, for a price per share equal to the Per Share Purchase Price on the terms and conditions set forth in this Agreement (the “Marie Croatti CC Transaction”);

WHEREAS, the Marie Croatti CL Seller desires to sell, and the Purchaser desires to repurchase, 4,615 shares (the “Marie Croatti CL Class B Shares”) of the Class B Stock of the Purchaser and 23,667 shares (the “Marie Croatti CL Common Shares” and collectively with the Marie Croatti CL Class B Shares, the “Marie Croatti CL Shares”) of the Common Stock of the Purchaser, for a price per share equal to the Per Share Purchase Price on the terms and conditions set forth in this Agreement (the “Marie Croatti CL Transaction”);

WHEREAS, the Marie Croatti FC Seller desires to sell, and the Purchaser desires to repurchase, 4,615 shares (the “Marie Croatti FC Class B Shares”) of the Class B Stock of the Purchaser and 23,667 shares (the “Marie Croatti FC Common Shares” and collectively with the Marie Croatti FC Class B Shares, the “Marie Croatti FC Shares”) of the Common Stock of the Purchaser, for a price per share equal to the Per Share Purchase Price on the terms and conditions set forth in this Agreement (the “Marie Croatti FC Transaction”);

WHEREAS, Marie Croatti desires to sell, and the Purchaser desires to repurchase, 171 shares (the “Marie Croatti Class B Shares”) of the Class B Stock of the Purchaser and 2,000 shares (the “Marie Croatti Common Shares” and collectively with the Marie Croatti Class B Shares, the “Marie Croatti Individual Shares”) of the Common Stock of the Purchaser, for a price per share equal to the Per Share Purchase Price on the terms and conditions set forth in this (the “Marie Croatti Individual Transaction” and collectively with the Marie Croatti RC Transaction, the Marie Croatti CC Transaction, the Marie Croatti CL Transaction and the Marie Croatti FC Transaction, the “Marie Croatti Transactions”); and

WHEREAS, it is the intention of the parties to this Agreement that the Queue Transaction and the Marie Croatti Transactions (collectively, the “Transactions”) contemplated by this Agreement be private sales of securities that are exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(7) of the Securities Act and pursuant to the satisfaction of the conditions for the so-called “Section 4 (1 ½)” private resale exemption.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF THE SHARES

Section 1.1 Purchase and Sale of the Queue Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, the Queue Seller hereby agrees to sell, transfer and assign all of Queue Seller's right, title and interest in and to the Queue Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Queue Shares from the Queue Seller at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$131,714,164 (the "Queue Purchase Price").

Section 1.2 Purchase and Sale of the Marie Croatti RC Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, the Marie Croatti RC Seller hereby agrees to sell, transfer and assign all of Marie Croatti RC Seller's right, title and interest in and to the Marie Croatti RC Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Marie Croatti RC Shares from the Marie Croatti RC Seller at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$3,506,968 (the "Marie Croatti RC Purchase Price").

Section 1.3 Purchase and Sale of the Marie Croatti CC Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, the Marie Croatti CC Seller hereby agrees to sell, transfer and assign all of Marie Croatti CC Seller's right, title and interest in and to the Marie Croatti CC Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Marie Croatti CC Shares from the Marie Croatti CC Seller at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$3,506,968 (the "Marie Croatti CC Purchase Price").

Section 1.4 Purchase and Sale of the Marie Croatti CL Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, the Marie Croatti CL Seller hereby agrees to sell, transfer and assign all of Marie Croatti CL Seller's right, title and interest in and to the Marie Croatti CL Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Marie Croatti CL Shares from the Marie Croatti CL Seller at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$3,506,968 (the "Marie Croatti CL Purchase Price").

Section 1.5 Purchase and Sale of the Marie Croatti FC Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, the Marie Croatti FC Seller hereby agrees to sell, transfer and assign all of Marie Croatti FC Seller's right, title and interest in and to the Marie Croatti FC Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Marie Croatti FC Shares from the Marie Croatti FC Seller at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$3,506,968 (the "Marie Croatti FC Purchase Price").

Section 1.6 Purchase and Sale of the Marie Croatti Individual Shares. Subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, Marie Croatti hereby agrees to sell, transfer and assign all of Marie Croatti's right, title and interest in and to the Marie Croatti Individual Shares to the Purchaser, and the Purchaser hereby agrees to purchase the Marie Croatti Individual Shares from Marie Croatti at a price per share equal to the Per Share Purchase Price, for an aggregate purchase price of \$269,204 (the "Marie Croatti Individual Purchase Price" and collectively with the Marie Croatti RC Purchase Price, the Marie Croatti CC Purchase Price, the Marie Croatti CL Purchase Price and the Marie Croatti FC Purchase Price, the "Marie Croatti Purchase Price").

Section 1.7 The Closing. The closing of the Transactions (the "Closing") shall take place on the Effective Date. At the Closing, (a) the Sellers shall deliver to the Purchaser stock certificates representing the Shares either (i) endorsed for transfer to the Purchaser or (ii) accompanied by an executed stock power sufficient to transfer such Shares to the Purchaser against payment of the Purchase Price therefor by the Purchaser in cash by wire transfer, (b) the Purchaser shall deliver to (i) the Queue Seller the Queue Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Queue Seller, (ii) the Marie Croatti RC Seller the Marie Croatti RC Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Marie Croatti RC Seller, (iii) the Marie Croatti CC Seller the Marie Croatti CC Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Marie Croatti CC Seller, (iv) the Marie Croatti CL Seller the Marie Croatti CL Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Marie Croatti CL Seller, (v) the Marie Croatti FC Seller the Marie Croatti FC Purchase Price by wire transfer of immediately available funds to an account or accounts designated by the Marie Croatti FC Seller and (vi) Marie Croatti the Marie Croatti Individual Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Marie Croatti and (c) the Sellers shall deliver lock-up agreements to the Purchaser in substantially the form attached hereto as Exhibit A executed by each of the Sellers, Marie Croatti, Cynthia Croatti, Cecelia Levenstein, Carol Croatti and Matthew Croatti.

Section 1.8 Certain Definitions.

- (a) “Affiliate” means, with respect to any specified Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person.
- (b) “Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasigovernmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.
- (c) “Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.
- (d) “Marie Croatti Shares” means the Marie Croatti RC Shares, the Marie Croatti CC Shares, the Marie Croatti CL Shares, the Marie Croatti FC Shares and the Marie Croatti Individual Shares.
- (e) “Person” means any individual, corporation, partnership, limited liability company, trust, unincorporated association, governmental entity or any agency, instrumentality or political subdivision of any governmental entity, or any other entity or body.
- (f) “Purchase Price” means the Queue Purchase Price and the Marie Croatti Purchase Price.
- (g) “Representatives” means, with respect to a Person, such Person’s Affiliates, and the directors, officers, managers, stockholders, members, principals, partners, employees, agents, attorneys, accountants and other advisors and Representatives of such Person or any of its Affiliates.
- (h) “Shares” means the Queue Shares and the Marie Croatti Shares.

**ARTICLE II**

**REPRESENTATIONS AND WARRANTIES OF THE QUEUE SELLER**

The Queue Seller hereby represents and warrants to the Purchaser as follows:

Section 2.1 Authority and Approvals. The Queue Seller has the power and authority to enter into and perform its obligations under this Agreement, and all action necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the Queue Transaction has been duly and validly taken. This Agreement has been duly and validly executed and delivered by the Queue Seller. Assuming this Agreement constitutes a valid and binding agreement of the Purchaser, this Agreement constitutes a valid and binding agreement of the Queue Seller, enforceable against the Queue Seller in accordance with its terms.

Section 2.2 The Queue Shares. The Queue Seller is the record and beneficial owner of the Queue Shares. Except for this Agreement, there is no agreement, arrangement or understanding with any other Person regarding the sale or transfer of any Queue Shares, and there exist no liens, claims, options, proxies, voting agreements, charges or encumbrances of any kind affecting the Queue Shares, other than any restrictions on transfer that may be imposed by Law or the Purchaser’s organizational documents. Upon transfer of the Queue Shares to the Purchaser at the Closing against payment of the Queue Purchase Price, the Purchaser will acquire ownership of the Queue Shares, free and clear of all liens, claims, options, proxies, voting agreements, charges or encumbrances of any kind affecting the Queue Shares, other than any restrictions on transfer that may be imposed by Law or the Purchaser’s organizational documents.

Section 2.3 Investment Purpose. The Queue Seller (a) acquired the Queue Shares for investment purposes only and not with a view toward distribution or resale in violation of any applicable securities Laws, and (b) is selling the Queue Shares, as principal, for its own account and not as a broker or agent for another party.

Section 2.4 No General Solicitation; etc. The Queue Seller acknowledges that (a) neither the Purchaser nor any of its Representatives has either directly or indirectly, including through a broker or finder engaged in any general solicitation relating to the purchase of the Queue Shares; (b) the Queue Purchase Price was determined through private arm’s length negotiations

between the Purchaser and the Queue Seller, and neither the Purchaser nor the Queue Seller is under any obligation or compulsion to enter into this Agreement; and (c) the Purchaser has not required the Queue Seller, as a condition to entering into this Agreement, to sell a particular number of shares of Class B Stock.

Section 2.5 No Conflicts. The execution, delivery and performance of this Agreement will not (i) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreements or instrument to which the Queue Seller is a party or by which it or its assets may be bound, or (ii) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive, award or decree of any court, administrative agency or other governmental authority applicable to the Queue Seller.

Section 2.6 Broker's Fees. The Queue Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the Queue Transaction.

Section 2.7 No Bad Actors. Neither the Queue Seller nor, to the Queue Seller's knowledge, any person that has been or will be paid (directly or indirectly) remuneration or a commission for such person's participation in the offer or sale of the Queue Shares, including solicitation of purchasers of the Queue Seller, is subject to an event that would disqualify an issuer or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Section 2.8 Excluded Information.

(a) The Queue Seller acknowledges that the Purchaser may have access to and may possess material nonpublic information regarding the Purchaser not known to the Queue Seller (the "Excluded Information"). The Excluded Information may or may not be material, may or may not have been publicly disclosed by or on behalf of the Purchaser, directly or indirectly, and may or may not be available to the Queue Seller from sources other than the Purchaser. Although such Excluded Information may be indicative of a value of the Queue Shares that is substantially different than the Queue Purchase Price, the Queue Seller is experienced, sophisticated and knowledgeable in trading securities of public and private companies and understands the disadvantages to which the Queue Seller may be subject on account of the disparity of information as between the Queue Seller and the Purchaser, and the Queue Seller has nonetheless deemed it appropriate and in its best interest to engage in the sale of the Queue Shares hereunder. The Queue Seller further represents, warrants and acknowledges that it: (a) is a sophisticated seller with respect to the Queue Shares, (b) has adequate information concerning the Queue Shares, (c) has conducted, to the extent it deemed necessary, an independent investigation of such matters as, in its judgment, is necessary for it to make an informed investment decision with respect to the sale of the Queue Shares to the Purchaser and with respect to the Purchaser as the purchaser of the Queue Shares, and (d) has not relied upon the Purchaser for any investigation into, assessment of, or evaluation with respect to the sale of the Queue Shares to the Purchaser or with respect to the Purchaser as the purchaser of the Queue Shares.

(b) The Queue Seller acknowledges that it has been afforded (i) the opportunity to receive information (including the Excluded Information) about the Purchaser and its financial condition, results of operations, business, properties, management and prospects, and (ii) the opportunity to ask such questions of, and to receive answers from, Representatives of the Purchaser concerning such information (including the Excluded Information), in each case sufficient to enable it to evaluate a decision to sell the Queue Shares to the Purchaser.

(c) The Queue Seller hereby:

(1) agrees that neither the Purchaser nor its directors, officers, partners, stockholders, members, investors, employees, attorneys, agents or Representatives shall have any liability to the Queue Seller or its affiliates with respect to the existence, possession or non-disclosure of any Excluded Information, whether arising directly or indirectly, primarily or secondarily, by contract or operation of law or otherwise, including as a matter of contribution, indemnification, set-off, rescission, or reimbursement;

(2) waives any right, claim or cause of action, at law or in equity, arising from or relating to, directly or indirectly, the existence, possession or non-disclosure of any Excluded Information, including without limitation pursuant to Sections 10(b) and 20A of the Exchange Act, or the rules and regulations promulgated by the Securities and Exchange Commission under the Exchange Act, and relinquishes all rights and remedies accorded by applicable law to a seller of securities with respect to the Queue Shares to the maximum extent permitted by law, as well as all rights to participate in any claim, action or remedy others may now or hereafter have with respect to the foregoing; and

(3) with respect to the purchase and sale of the Queue Shares, releases and discharges the Purchaser and its directors, officers, partners, stockholders, members, investors, employees, attorneys, agents and

Representatives and all successors and assigns thereto (each a “Released Party”) of and from any and all suits, demands, obligations, liabilities, claims and causes of action, contingent or otherwise, of every kind and nature, at law and in equity, which the Queue Seller and/or its affiliates, successors or assigns may have against any Released Party, to the extent arising from or in connection with the existence, possession or non-disclosure of any Excluded Information whether asserted, unasserted, absolute, contingent, known or unknown.

(d) The Queue Seller hereby represents to each Released Party that (i) it has not assigned any claim or possible claim against the Released Parties, (ii) it fully intends to release all claims against the Released Parties as set forth above, and (iii) it has been advised by, and has consulted with, counsel with respect to the execution and delivery of this Agreement and has been fully apprised of the consequences of the waivers and releases set forth in this Section 2.8.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE MARIE CROATTI SELLERS

The Marie Croatti Sellers each hereby represent and warrant to the Purchaser as follows:

Section 3.1 Authority and Approvals. Each of the Marie Croatti Sellers has the power and authority to enter into and perform such Marie Croatti Seller’s obligations under this Agreement, and all action necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the Marie Croatti Transactions has been duly and validly taken. This Agreement has been duly and validly executed and delivered by each of the Marie Croatti Sellers. Assuming this Agreement constitutes a valid and binding agreement of the Purchaser, this Agreement constitutes a valid and binding agreement of each of the Marie Croatti Sellers, enforceable against each of the Marie Croatti Sellers in accordance with its terms.

Section 3.2 The Marie Croatti Shares. Each of the Marie Croatti Sellers is the record and beneficial owner of the Marie Croatti Shares that such Marie Croatti Seller is selling to the Purchaser pursuant to this Agreement. Except for this Agreement, there is no agreement, arrangement or understanding with any other Person regarding the sale or transfer of any Marie Croatti Shares, and there exist no liens, claims, options, proxies, voting agreements, charges or encumbrances of any kind affecting the Marie Croatti Shares, other than any restrictions on transfer that may be imposed by Law or the Purchaser’s organizational documents. Upon transfer of the Marie Croatti Shares to the Purchaser at the Closing against payment of the Marie Croatti Purchase Price, the Purchaser will acquire ownership of the Marie Croatti Shares, free and clear of all liens, claims, options, proxies, voting agreements, charges or encumbrances of any kind affecting the Marie Croatti Shares, other than any restrictions on transfer that may be imposed by Law or the Purchaser’s organizational documents.

Section 3.3 Investment Purpose. Each of the Marie Croatti Sellers (a) acquired the Marie Croatti Shares that such Marie Croatti Seller is selling to the Purchaser pursuant to this Agreement for investment purposes only and not with a view toward distribution or resale in violation of any applicable securities Laws, and (b) is selling the Marie Croatti Shares that such Marie Croatti Seller is selling to the Purchaser pursuant to this Agreement, as principal, for such Marie Croatti Seller’s own account and not as a broker or agent for another party.

Section 3.4 No General Solicitation; etc. Each of the Marie Croatti Sellers acknowledges that (a) neither the Purchaser nor any of such Marie Croatti Seller’s Representatives has either directly or indirectly, including through a broker or finder engaged in any general solicitation relating to the purchase of the Marie Croatti Shares; (b) each of the Marie Croatti RC Purchase Price, Marie Croatti CC Purchase Price, Marie Croatti CL Purchase Price, Marie Croatti FC Purchase Price and Marie Croatti Individual Purchase Price was determined through private arm’s length negotiations between the Purchaser and each applicable Marie Croatti Seller, and neither the Purchaser nor the Marie Croatti Seller is under any obligation or compulsion to enter into this Agreement; and (c) the Purchaser has not required any of the Marie Croatti Sellers, as a condition to entering into this Agreement, to sell a particular number of shares of Common Stock or Class B Stock.

Section 3.5 No Conflicts. The execution, delivery and performance of this Agreement will not (i) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreements or instrument to which any of the Marie Croatti Sellers is a party or by which any of the Marie Croatti Sellers or the Marie Croatti Sellers’ assets may be bound, or (ii) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive, award or decree of any court, administrative agency or other governmental authority applicable to any of the Marie Croatti Sellers.

Section 3.6 Broker’s Fees. Each of the Marie Croatti Sellers has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the Marie Croatti Transactions.



Section 3.7 No Bad Actors. None of the Marie Croatti Sellers nor, to the knowledge of any Marie Croatti Seller, any person that has been or will be paid (directly or indirectly) remuneration or a commission for such person's participation in the offer or sale of the Marie Croatti Shares, including solicitation of purchasers of the Marie Croatti Sellers, is subject to an event that would disqualify an issuer or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described under Section 3(a)(39) of the Exchange Act.

Section 3.8 Excluded Information.

(e) Each of the Marie Croatti Sellers acknowledges that the Purchaser may have access to and may possess material nonpublic information regarding the Purchaser not known to the Marie Croatti Sellers (the "Excluded Information"). The Excluded Information may or may not be material, may or may not have been publicly disclosed by or on behalf of the Purchaser, directly or indirectly, and may or may not be available to each Marie Croatti Seller from sources other than the Purchaser. Although such Excluded Information may be indicative of a value of the Marie Croatti Shares that is substantially different than each Marie Croatti Purchase Price, each of the Marie Croatti Sellers is experienced, sophisticated and knowledgeable in trading securities of public and private companies and understands the disadvantages to which each such Marie Croatti Seller may be subject on account of the disparity of information as between each such Marie Croatti Seller and the Purchaser, and each of the Marie Croatti Sellers has nonetheless deemed it appropriate and in its best interest to engage in the sale of the Marie Croatti Shares hereunder. Each of the Marie Croatti Sellers further represents, warrants and acknowledges that it: (a) is a sophisticated seller with respect to the Marie Croatti Shares, (b) has adequate information concerning the Marie Croatti Shares, (c) has conducted, to the extent it deemed necessary, an independent investigation of such matters as, in its judgment, is necessary for it to make an informed investment decision with respect to the sale of the Marie Croatti Shares to the Purchaser and with respect to the Purchaser as the purchaser of the Marie Croatti Shares, and (d) has not relied upon the Purchaser for any investigation into, assessment of, or evaluation with respect to the sale of the Marie Croatti Shares to the Purchaser or with respect to the Purchaser as the purchaser of the Marie Croatti Shares.

(f) Each of the Marie Croatti Sellers acknowledges that it has been afforded (i) the opportunity to receive information (including the Excluded Information) about the Purchaser and its financial condition, results of operations, business, properties, management and prospects, and (ii) the opportunity to ask such questions of, and to receive answers from, Representatives of the Purchaser concerning such information (including the Excluded Information), in each case sufficient to enable it to evaluate a decision to sell the Marie Croatti Shares to the Purchaser.

(g) Each of the Marie Croatti Sellers hereby:

(1) agrees that neither the Purchaser nor its directors, officers, partners, stockholders, members, investors, employees, attorneys, agents or Representatives shall have any liability to any of the Marie Croatti Sellers or their respective affiliates with respect to the existence, possession or non-disclosure of any Excluded Information, whether arising directly or indirectly, primarily or secondarily, by contract or operation of law or otherwise, including as a matter of contribution, indemnification, set-off, rescission, or reimbursement;

(2) waives any right, claim or cause of action, at law or in equity, arising from or relating to, directly or indirectly, the existence, possession or non-disclosure of any Excluded Information, including without limitation pursuant to Sections 10(b) and 20A of the Exchange Act, or the rules and regulations promulgated by the Securities and Exchange Commission under the Exchange Act, and relinquishes all rights and remedies accorded by applicable law to a seller of securities with respect to the Marie Croatti Shares to the maximum extent permitted by law, as well as all rights to participate in any claim, action or remedy others may now or hereafter have with respect to the foregoing; and

(3) with respect to the purchase and sale of the Marie Croatti Shares, releases and discharges the Purchaser and its directors, officers, partners, stockholders, members, investors, employees, attorneys, agents and Representatives and all successors and assigns thereto (each a "Released Party") of and from any and all suits, demands, obligations, liabilities, claims and causes of action, contingent or otherwise, of every kind and nature, at law and in equity, which the Marie Croatti Seller and/or its affiliates, successors or assigns may have against any Released Party, to the extent arising from or in connection with the existence, possession or non-disclosure of any Excluded Information whether asserted, unasserted, absolute, contingent, known or unknown.

(h) Each of the Marie Croatti Sellers hereby represents to each Released Party that (i) it has not assigned any claim or possible claim against the Released Parties, (ii) it fully intends to release all claims against the Released Parties as set forth above, and (iii) it has been advised by, and has consulted with, counsel with respect to the execution and delivery of this Agreement and has been fully apprised of the consequences of the waivers and releases set forth in this Section 3.8.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers as follows:

Section 4.1 Authorization of Agreement. The Purchaser has the power and authority to enter into and perform its obligations under this Agreement, and all action necessary on the part of the Purchaser to authorize the execution, delivery and performance of this Agreement and the consummation of each of the Transactions has been duly and validly taken. This Agreement has been duly and validly executed and delivered by the Purchaser. Assuming this Agreement constitutes a valid and binding obligation of each of the Sellers, this Agreement constitutes a valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms.

Section 4.2 No Conflicts. The execution, delivery and performance of this Agreement will not (i) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of the organizational documents of the Purchaser or any material agreements or instrument to which the Purchaser is a party or by which it or its assets may be bound, or (ii) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive, award or decree of any court, administrative agency or other governmental authority applicable to the Purchaser.

Section 4.3 No General Solicitation, etc. The Purchaser acknowledges that (a) neither of the Sellers nor any of their Representatives has either directly or indirectly, including through a broker or finder engaged in any general solicitation relating to the sale of the Shares; (b) the Purchase Price was determined through private arm's length negotiations between the Purchaser and each applicable Seller and neither the Purchaser nor the Seller is under any obligation or compulsion to enter into this Agreement; and (c) the Sellers have not required the Purchaser, as a condition to entering into this Agreement, to purchase a particular number of shares of Common Stock or Class B Stock.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Expenses. Each party hereto shall pay its own expenses incurred in connection with this Agreement, including, but not limited to, any fees payable to an agent, broker, investment or commercial banker, person or firm acting on behalf of or under the authority of such party who is entitled to any broker's or finder's fee or any other commission or fee directly or indirectly in connection with the Transactions.

Section 5.2 Severability. If any provision of this Agreement shall be held invalid or unenforceable, each other provision hereof shall be given effect to the extent possible without such invalid or unenforceable provision and to that extent, the provisions of this Agreement shall be severable.

Section 5.3 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally, mailed by certified or registered mail, postage prepaid, or sent by facsimile, with confirmation of receipt, addressed, in the case of the Purchaser, to UniFirst Corporation, Attn: Chief Executive Officer, 68 Jonspin Road, Wilmington, MA 01887, and in the case of each of the Sellers, to the address designated in writing by each such Seller. All such notices, requests, demands and other communications shall, when mailed (registered or certified mail, return receipt requested, postage prepaid), or personally delivered, be effective four days after deposit in the mails or when personally delivered, respectively, addressed as aforesaid, unless otherwise provided herein and, when telecopied, shall be effective upon actual receipt.

Section 5.4 Modifications, Consents and Waivers. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by each of the parties hereto. Any party hereto may waive compliance, with respect to any obligations owed to such party, with any provision of this Agreement. Any waiver hereunder shall be effective only if made in a writing signed by the party to be charged therewith and only in the specific instance and for the purpose for which given. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power or privilege.

Section 5.5 Governing Law; Consent to Jurisdiction; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws

thereof. Each of the parties hereto irrevocably agrees that any legal action or proceeding brought by any party to this Agreement with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by another party hereto or its successors or assigns, shall be brought and determined exclusively in the Business Litigation Session of the Superior Court of the Commonwealth of Massachusetts for Suffolk County, Massachusetts (or if such court does not have jurisdiction, any state court located within the Commonwealth of Massachusetts, or if those courts do not have jurisdiction, then any federal court of the United States located within the Commonwealth of Massachusetts). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding brought by any party to this Agreement with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with this Section 5.5, (ii) any claim that it or its property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) waives, to the fullest extent permitted by the applicable law, any claim that (A) such suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto irrevocably agrees that, subject to any available appeal rights, any decision, order, or judgment issued by such above named courts shall be binding and enforceable, and irrevocably agrees to abide by any such decision, order, or judgment. Each of the parties hereto agrees that service of process upon such party in any such action or proceeding shall be effective if such process is given as a notice in accordance with Section 5.5. Each of the parties hereto irrevocably and unconditionally waives all right to trial by jury in any such action or proceeding.

Section 5.6 No Other Representations; No Liability. Each party acknowledges that the representations and warranties of the other party expressly and specifically set forth herein constitute such other party's sole and exclusive representations and warranties in connection with the Transactions, and further agrees that all other representations and warranties of any kind or nature express or implied are specifically disclaimed.

Section 5.7 Execution in Counterparts. This Agreement may be executed by the parties individually or in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 5.8 Headings. Article and section headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision of this Agreement.

Section 5.9 Entire Agreement. This Agreement and the Exhibit hereto contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Stock Repurchase Agreement to be executed as of the date first above written.

PURCHASER:

UNIFIRST CORPORATION

By: /s/ Steven S. Sintros

Steven S. Sintros  
President and Chief Executive Officer

QUEUE SELLER:

THE QUEUE LIMITED PARTNERSHIP

By: Queue Management Associates, Inc., its General Partner

By: /s/ Cynthia Croatti

Cynthia Croatti  
President

MARIE CROATTI:  
MARIE CROATTI CC SELLER:  
MARIE CROATTI CL SELLER:  
MARIE CROATTI FC SELLER:

MARIE CROATTI RC SELLER:

Marie Croatti

Marie Croatti, as Trustee of The Marie Croatti RC Trust - 2006, under instrument of trust dated May, 23, 2006, as amended

Marie Croatti, as Trustee of The Marie Croatti CC Trust - 2006, under instrument of trust dated May, 23, 2006, as amended

Marie Croatti, as Trustee of The Marie Croatti CL Trust - 2006, under instrument of trust dated May, 23, 2006, as amended

Marie Croatti, as Trustee of The Marie Croatti FC Trust - 2006, under instrument of trust dated May, 23, 2006, as amended

By: /s/ Marie Croatti  
Marie Croatti

**Exhibit A**

**UniFirst Corporation**

**Lock-Up Agreement**

March 27, 2018

UniFirst Corporation  
68 Jonspin Road  
Wilmington, MA 01887

Re: UniFirst Corporation - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you propose to enter into a Stock Repurchase Agreement (the "Agreement") providing for the repurchase of certain shares (the "Shares") of Common Stock and Class B Common Stock of UniFirst Corporation (the "Company").

In consideration of the agreement by the Company to repurchase the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date that is 90 days after the date hereof (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of Common Stock or Class B Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock or Class B Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock or Class B Common Stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC, including, without limitation, those shares held in any trust with respect to which the undersigned is a trustee or beneficiary or in any partnership with respect to which the undersigned is a general partner or director, officer or shareholder of a general partner (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Shares.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, (iii) by will or intestate succession to an immediate family member, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, (iv) if the undersigned is not an individual, as a distribution to limited partners, members, shareholders or other equity holders of the undersigned, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, (v) any transfers by operation of law, including pursuant to a domestic order or a negotiated divorce settlement, provided that the transferee or transferees thereof agree to be bound in writing by the restrictions set forth herein, (vi) pursuant to a trading plan established in accordance with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, or (vii) with the prior written consent of the Company.

The undersigned understands that the Company is relying upon this Lock-Up Agreement in proceeding toward consummation of the transactions contemplated by the Agreement. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

[Signature Page Follows]

Very truly yours,

Exact Name of Shareholder

---

Authorized Signature

---



# News

**For Immediate Release**  
**UniFirst Corporation**

68 Jonspin Road  
 Wilmington, MA 01887  
 Phone: 978-658-8888  
 Fax: 978-988-0659

Email: [Shane\\_OConnor@UniFirst.com](mailto:Shane_OConnor@UniFirst.com)

March 28, 2018

CONTACT: Shane O'Connor, Senior Vice President & CFO

## **UNIFIRST ANNOUNCES FINANCIAL RESULTS FOR THE SECOND QUARTER OF FISCAL 2018, \$146.0 MILLION SHARE REPURCHASE AND QUARTERLY DIVIDEND INCREASE**

Wilmington, MA (March 28, 2018) -- UniFirst Corporation (NYSE: UNF) today announced results for its second quarter which ended February 24, 2018. Revenues for the quarter were \$419.3 million, up 7.1% from \$391.4 million in the comparable prior year period. Income before income taxes for the quarter increased to \$43.6 million from \$37.4 million in the prior year period, or 16.6%.

Net income in the quarter was \$58.4 million (\$2.85 per diluted share), compared to net income of \$22.5 million (\$1.10 per diluted share) in the second quarter of fiscal 2017. The Company's net income in the second quarter of 2018 was positively impacted by the U.S. Tax Cuts and Jobs Act (the "Tax Reform") enacted on December 22, 2017, which resulted in a benefit to the Company's provision for income taxes of \$30.1 million. This benefit was largely due to a one-time revaluation of the Company's U.S. net deferred tax liabilities. Excluding the impact of the Tax Reform, the Company's net income for the quarter would have been \$28.3 million (\$1.38 per diluted share), an increase of 25.5% over the prior year period. See table for reconciliation to adjusted results.

Net income excluding the impact of the Tax Reform benefited from \$1.5 million of excess tax benefits from share-based payments associated with the adoption of Accounting Standards Update 2016-09 ("ASU 2016-09"), *Improvements to Employee Share-Based Payment Accounting* in the first quarter of fiscal 2018.

Steve Sintros, UniFirst President and Chief Executive Officer said, "I am pleased with the results of the quarter and the first half of the year. I want to take this opportunity to thank our thousands of Team Partners across North America and Europe for their combined efforts in helping us achieve these results while continuing their primary focus of providing high quality products and services to our customers."

Core Laundry revenues in the quarter were \$379.0 million, up 5.7% from the second quarter of the prior year. Organic revenue growth, which adjusts for the estimated effect of acquisitions as well as fluctuations in the Canadian dollar, was 5.0%. Core Laundry operating income was \$38.1 million during the quarter, a 15.2% increase over the prior year period. The Core Laundry operating margin increased to 10.0% in the quarter, up from 9.2% for the same period a year ago. This margin expansion was primarily the result of lower merchandise costs and other production-related costs as a percentage of revenues as well as lower stock-based compensation expense compared to the second quarter a year ago. These favorable comparisons were partially offset by higher healthcare claims and administrative payroll costs as a percentage of revenues compared to the prior year.

Revenues from our Specialty Garments segment, which consists of nuclear decontamination and cleanroom operations, were \$27.0 million in the quarter, an increase of 24.0% compared to the same period a year ago. Operating income was \$2.8 million compared to \$2.1 million in last year's second quarter. The year over year improvement was primarily due to increased outages and project-based activity at the segment's Canadian and European nuclear customers, as well as solid growth from the cleanroom division. This segment's results can vary significantly due to seasonality and the timing of reactor outages and projects.

UniFirst continues to maintain a strong balance sheet with no long-term debt and significant cash balances. At the end of the Company's second quarter of fiscal 2018, cash, cash equivalents and short-term investments totaled \$387.7 million, an increase of \$37.9 million since the end of fiscal 2017.

### \$146.0 Million Share Repurchase and Quarterly Dividend Increase

UniFirst also announced today that it repurchased 1.105 million shares of Class B Common Stock and 0.073 million shares of Common Stock for a combined \$146.0 million in a private transaction with the Croatti family at a per share price of



\$124.00. In addition, UniFirst announced that it will be raising its quarterly dividend to \$0.1125 per share for Common Stock and to \$0.09 per share for Class B Common Stock, up from \$0.0375 and \$0.03 per share, respectively. Both of these decisions were reviewed and approved as part of the Board of Directors' ongoing evaluation of UniFirst's capital allocation strategy.

Mr. Sintros stated, "The Board of Directors determined that these actions would be beneficial to UniFirst and would not limit our ability to continue making the necessary investments that will allow us to grow and better service our customers which continue to be our top priorities. These actions also reflect the ongoing evaluation of opportunities that will provide value to our shareholders."

This opportunity to repurchase shares from the Croatti family was evaluated by an independent special committee of the Board of Directors (the "Special Committee"). The sale of shares by the Croatti family was executed to provide liquidity as well as for estate and family financial planning following the passing of former UniFirst Chief Executive Officer, Ronald D. Croatti. The Special Committee determined that a repurchase of Croatti family Class B Common Stock at a discount to market was in the best interests of the Company as it is accretive to earnings per share and addresses uncertainties that may have been created if the Croatti family had pursued other liquidity options.

The Special Committee undertook its evaluation with the assistance of Stifel Financial Corp. ("Stifel") and received an opinion from Stifel to the effect that, as of March 27, 2018, the \$124.00 per share in cash to be paid was fair to the Company, from a financial point of view. The entire Board of Directors other than Cynthia Croatti, who is affiliated with the selling shareholders and therefore abstained, approved the transaction upon the recommendation of the Special Committee.

Mr. Sintros continued, "The willingness of the Company to deploy its available capital, together with the Croatti family's desire for liquidity, aligned to create this opportunity to repurchase the Company's stock at a price substantially discounted from market levels. Based on the Croatti family's continued investment and involvement in UniFirst, they were highly motivated in ensuring that this was a positive transaction for the Company."

### Outlook

The Company now expects that its fiscal 2018 revenues will be between \$1.660 billion and \$1.670 billion, which includes the benefit of a small acquisition the Company completed in the Memphis, TN market in the second quarter of fiscal 2018 that is anticipated to contribute approximately \$5.0 million in additional revenue to fiscal 2018. In addition, this top-line outlook includes an increase of approximately \$7.0 million related to our Specialty Garments business compared to our previously communicated guidance, due to the segment's strong second quarter performance as well as its revised forecast for the remainder of the year.

Full year diluted earnings per share is now expected to be between \$7.45 and \$7.65. The revised diluted earnings per share guidance includes the impact of the Tax Reform as well as the \$146.0 million share repurchase, which is anticipated to result in an estimated \$0.15 increase to our 2018 earnings per share. This outlook assumes an effective tax rate for the second half of fiscal 2018 of 27.5% and does not include any further tax benefits related to the adoption of ASU 2016-09.

### Conference Call Information

UniFirst will hold a conference call today at 9:00 a.m. (ET) to discuss its quarterly financial results, business highlights and outlook. A simultaneous live webcast of the call will be available over the Internet and can be accessed at [www.unifirst.com](http://www.unifirst.com).

### About UniFirst Corporation

Headquartered in Wilmington, Mass., UniFirst Corporation (NYSE: UNF) is a North American leader in the supply and servicing of uniform and workwear programs, as well as the delivery of facility service programs. Together with its subsidiaries, the company also provides first aid and safety products, and manages specialized garment programs for the cleanroom and nuclear industries. UniFirst manufactures its own branded workwear, protective clothing, and floorcare products, and with 250 service locations, over 300,000 customer locations, and 14,000 employee Team Partners, the company outfits nearly 2 million workers each business day. UniFirst is a publicly held company traded on the New York Stock Exchange under the symbol UNF and is a component of the Standard & Poor's 600 Small Cap Index. For more information, contact UniFirst at 800.455.7654 or visit [www.unifirst.com](http://www.unifirst.com).

### Forward Looking Statements

This public announcement contains forward looking statements that reflect the Company's current views with respect to future events and financial performance, including projected revenues and earnings per share. Forward looking statements contained in this public announcement are subject to the safe harbor created by the Private Securities Litigation Reform Act of 1995 and may be identified by words such as "estimates," "anticipates," "projects," "plans," "expects," "intends," "believes," "seeks," "could," "should," "may," "will," "strategy," or the negative versions thereof, and similar expressions

and by the context in which they are used. Such forward looking statements are based upon our current expectations and speak only as of the date made. Such statements are highly dependent upon a variety of risks, uncertainties and other important factors that could cause actual results to differ materially from those reflected in such forward looking statements. Such factors include, but are not limited to, the performance and success of our new Chief Executive Officer, our ability to efficiently design, construct, and implement a new customer relationship management (“CRM”) computer system, our ability to maintain and grow Arrow’s customer base and enhance its operating margins, our ability to compete successfully without any significant degradation in our margin rates, uncertainties caused by adverse worldwide economic conditions and their impact on our customers’ businesses and workforce levels, uncertainties regarding any existing or newly-discovered expenses and liabilities related to environmental compliance and remediation, any adverse outcome of pending or future contingencies or claims, uncertainties regarding our ability to consummate and successfully integrate acquired businesses, our ability to preserve positive labor relationships and avoid becoming the target of corporate labor unionization campaigns that could disrupt our business, the continuing increase in domestic healthcare costs, including the ultimate impact of the Affordable Care Act, our retention of customers and renewal of customer contracts, uncertainties regarding the price levels of natural gas, electricity, fuel and labor, the negative effect on our business from sharply depressed oil prices, fluctuation on our revenue and net income from our specialty garments segment, the effect of currency fluctuations on our results of operations and financial condition, rampant criminal activity and instability in Mexico where our principal garment manufacturing plants are located, the impact on our goodwill and intangibles that might result from adverse financial and economic changes, interruptions or failures of our information technology systems, including as a result of cyber-attacks, failure to comply with other state and federal regulations that might result in penalties or costs, seasonal and quarterly fluctuations in business levels, any loss of key management or other personnel, our dependence on third parties to supply us with raw materials, increased costs as a result of any future changes in federal or state laws, rules and regulations or governmental interpretation of such laws, rules and regulations, uncertainties regarding the impact of the recently passed U.S. tax reform on our business, results of operations and financial condition, demand and prices for our products and services, economic and other developments associated with the war on terrorism and its impact on the economy, general economic conditions, our ability to successfully implement our business strategies and processes, including our capital allocation strategies, and other factors described under “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended August 26, 2017 and in our other filings with the Securities and Exchange Commission. We undertake no obligation to update any forward looking statements to reflect events or circumstances arising after the date on which such statements are made.

**UniFirst Corporation and Subsidiaries**  
**Consolidated Statements of Income**  
*(Unaudited)*

<b>(In thousands, except per share data)</b>	<b>Thirteen weeks ended February 24, 2018</b>	<b>Thirteen weeks ended February 25, 2017</b>	<b>Twenty-six weeks ended February 24, 2018</b>	<b>Twenty-six weeks ended February 25, 2017</b>
Revenues	\$ 419,264	\$ 391,427	\$ 835,042	\$ 777,535
<b>Operating expenses:</b>				
Cost of revenues (1)	265,400	249,280	519,050	488,045
Selling and administrative expenses (1)	88,648	84,861	176,158	164,307
Depreciation and amortization	23,264	21,140	45,971	43,280
Total operating expenses	<u>377,312</u>	<u>355,281</u>	<u>741,179</u>	<u>695,632</u>
Operating income	<u>41,952</u>	<u>36,146</u>	<u>93,863</u>	<u>81,903</u>
<b>Other (income) expense:</b>				
Interest income, net	(1,430)	(1,120)	(2,706)	(1,921)
Other (income) expense, net	(186)	(108)	(32)	386
Total other income, net	<u>(1,616)</u>	<u>(1,228)</u>	<u>(2,738)</u>	<u>(1,535)</u>
Income before income taxes	43,568	37,374	96,601	83,438
(Benefit) provision for income taxes	<u>(14,810)</u>	<u>14,858</u>	<u>4,017</u>	<u>32,708</u>
Net income	<u>\$ 58,378</u>	<u>\$ 22,516</u>	<u>\$ 92,584</u>	<u>\$ 50,730</u>
<b>Income per share – Basic:</b>				
Common Stock	\$ 3.02	\$ 1.17	\$ 4.79	\$ 2.63
Class B Common Stock	\$ 2.42	\$ 0.93	\$ 3.83	\$ 2.10
<b>Income per share – Diluted:</b>				
Common Stock	\$ 2.85	\$ 1.10	\$ 4.53	\$ 2.49
<b>Income allocated to – Basic:</b>				
Common Stock	\$ 46,744	\$ 17,836	\$ 74,126	\$ 40,178
Class B Common Stock	\$ 11,634	\$ 4,518	\$ 18,458	\$ 10,184
<b>Income allocated to – Diluted:</b>				
Common Stock	\$ 58,378	\$ 22,362	\$ 92,584	\$ 50,381
<b>Weighted average number of shares outstanding – Basic:</b>				
Common Stock	15,481	15,305	15,471	15,295
Class B Common Stock	4,816	4,846	4,816	4,846
<b>Weighted average number of shares outstanding – Diluted:</b>				
Common Stock	20,463	20,263	20,434	20,250

(1) Exclusive of depreciation on the Company's property, plant and equipment and amortization on its intangible assets.

**UniFirst Corporation and Subsidiaries**  
**Condensed Consolidated Balance Sheets**  
*(Unaudited)*

<b>(In thousands)</b>	<b>February 24, 2018</b>	<b>August 26, 2017</b>
<b>Assets</b>		
<b>Current assets:</b>		
Cash, cash equivalents and short-term investments	\$ 387,691	\$ 349,752
Receivables, net	195,283	187,174
Inventories	84,509	79,068
Rental merchandise in service	152,669	151,340
Prepaid taxes	9,407	29,968
Prepaid expenses and other current assets	24,945	16,924
<b>Total current assets</b>	<b>854,504</b>	<b>814,226</b>
Property, plant and equipment, net	543,342	525,115
Goodwill	389,465	376,110
Customer contracts and other intangible assets, net	72,437	71,744
Deferred income taxes	418	394
Other assets	30,568	31,539
	<b>\$ 1,890,734</b>	<b>\$ 1,819,128</b>
<b>Liabilities and shareholders' equity</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 58,747	\$ 64,691
Accrued liabilities	116,737	112,236
Accrued taxes	—	921
<b>Total current liabilities</b>	<b>175,484</b>	<b>177,848</b>
<b>Long-term liabilities:</b>		
Accrued liabilities	107,208	106,736
Accrued and deferred income taxes	63,641	81,352
<b>Total long-term liabilities</b>	<b>170,849</b>	<b>188,088</b>
<b>Shareholders' equity:</b>		
Common Stock	1,549	1,545
Class B Common Stock	482	482
Capital surplus	87,740	86,245
Retained earnings	1,478,030	1,386,438
Accumulated other comprehensive loss	(23,400)	(21,518)
<b>Total shareholders' equity</b>	<b>1,544,401</b>	<b>1,453,192</b>
	<b>\$ 1,890,734</b>	<b>\$ 1,819,128</b>

UniFirst Corporation and Subsidiaries  
Detail of Operating Results  
(Unaudited)

Revenues

(In thousands, except percentages)	Thirteen weeks ended February 24, 2018	Thirteen weeks ended February 25, 2017	Dollar Change	Percent Change
Core Laundry Operations	\$ 378,955	\$ 358,386	\$ 20,569	5.7%
Specialty Garments	27,009	21,787	5,222	24.0%
First Aid	13,300	11,254	2,046	18.2%
Consolidated total	\$ 419,264	\$ 391,427	\$ 27,837	7.1%

(In thousands, except percentages)	Twenty-six weeks ended February 24, 2018	Twenty-six weeks ended February 25, 2017	Dollar Change	Percent Change
Core Laundry Operations	\$ 752,751	\$ 710,229	\$ 42,522	6.0%
Specialty Garments	55,436	44,143	11,293	25.6%
First Aid	26,855	23,163	3,692	15.9%
Consolidated total	\$ 835,042	\$ 777,535	\$ 57,507	7.4%

Operating Income

(In thousands, except percentages)	Thirteen weeks ended February 24, 2018	Thirteen weeks ended February 25, 2017	Dollar Change	Percent Change
Core Laundry Operations	\$ 38,084	\$ 33,059	\$ 5,025	15.2%
Specialty Garments	2,800	2,095	705	33.6%
First Aid	1,068	992	76	7.7%
Consolidated total	\$ 41,952	\$ 36,146	\$ 5,806	16.1%

(In thousands, except percentages)	Twenty-six weeks ended February 24, 2018	Twenty-six weeks ended February 25, 2017	Dollar Change	Percent Change
Core Laundry Operations	\$ 84,442	\$ 76,732	\$ 7,710	10.0%
Specialty Garments	7,277	3,246	4,031	124.2%
First Aid	2,144	1,925	219	11.4%
Consolidated total	\$ 93,863	\$ 81,903	\$ 11,960	14.6%

**UniFirst Corporation and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
**(Unaudited)**

<b>(In thousands)</b>	<b>Twenty-six weeks ended February 24, 2018</b>	<b>Twenty-six weeks ended February 25, 2017</b>
<b>Cash flows from operating activities:</b>		
Net income	\$ 92,584	\$ 50,730
<b>Adjustments to reconcile net income to cash provided by operating activities:</b>		
Depreciation	39,557	37,051
Amortization of intangible assets	6,414	6,229
Amortization of deferred financing costs	56	56
Gain on sale of assets	(135)	(517)
Share-based compensation	2,417	4,370
Accretion on environmental contingencies	346	300
Accretion on asset retirement obligations	470	423
Deferred income taxes	(20,613)	(1,346)
<b>Changes in assets and liabilities, net of acquisitions:</b>		
Receivables, less reserves	(6,931)	(12,887)
Inventories	(5,296)	9,233
Rental merchandise in service	(69)	444
Prepaid expenses and other current assets and Other assets	(7,067)	7,471
Accounts payable	(5,395)	3,695
Accrued liabilities	39	704
Prepaid and accrued income taxes	22,535	8,793
<b>Net cash provided by operating activities</b>	<b>118,912</b>	<b>114,749</b>
<b>Cash flows from investing activities:</b>		
Acquisition of businesses, net of cash acquired	(21,729)	(121,414)
Capital expenditures	(56,653)	(43,011)
Proceeds from sale of assets	1,164	826
Other	(200)	123
<b>Net cash used in investing activities</b>	<b>(77,418)</b>	<b>(163,476)</b>
<b>Cash flows from financing activities:</b>		
Proceeds from exercise of share-based awards, including excess tax benefits	430	2,283
Taxes withheld and paid related to net share settlement of equity awards	(2,094)	(1,546)
Payment of cash dividends	(1,447)	(1,448)
<b>Net cash used in financing activities</b>	<b>(3,111)</b>	<b>(711)</b>
<b>Effect of exchange rate changes</b>	<b>(444)</b>	<b>(822)</b>
<b>Net increase (decrease) in cash, cash equivalents and short-term investments</b>	<b>37,939</b>	<b>(50,260)</b>
<b>Cash, cash equivalents and short-term investments at beginning of period</b>	<b>349,752</b>	<b>363,795</b>
<b>Cash, cash equivalents and short-term investments at end of period</b>	<b>\$ 387,691</b>	<b>\$ 313,535</b>

**UniFirst Corporation and Subsidiaries**  
**Reconciliation of GAAP to Non-GAAP Financial Measures**

The Company reports its consolidated financial results in accordance with generally accepted accounting principles (“GAAP”). To supplement these consolidated financial results, management believes that certain non-GAAP operating results provide a more meaningful measure on which to compare the Company’s results of operations for the periods presented. The Company believes these non-GAAP results provide useful supplemental information regarding the Company’s performance to both management and investors by excluding certain non-recurring amounts that impact the comparability of the results. Supplemental reconciliations of consolidated net income and earnings per diluted share on a GAAP basis to adjusted net income and earnings per diluted share on a non-GAAP basis are presented in the following table. Investors are encouraged to review the reconciliations of these non-GAAP measures to their most directly comparable GAAP financial measures, which are provided below.

<b>(In thousands, except per share data)</b>	<b>Thirteen weeks ended February 24, 2018</b>	<b>Thirteen weeks ended February 25, 2017</b>	<b>Twenty-six weeks ended February 24, 2018</b>	<b>Twenty-six weeks ended February 25, 2017</b>
GAAP Net income	\$ 58,378	\$ 22,516	\$ 92,584	\$ 50,730
Effect of tax reform	(30,110)	—	(30,110)	—
Non-GAAP Net income	<u>\$ 28,268</u>	<u>\$ 22,516</u>	<u>\$ 62,474</u>	<u>\$ 50,730</u>
GAAP Diluted EPS	\$ 2.85	\$ 1.10	\$ 4.53	\$ 2.49
Effect of tax reform	(1.47)	—	(1.47)	—
Non-GAAP Diluted EPS	<u>\$ 1.38</u>	<u>\$ 1.10</u>	<u>\$ 3.06</u>	<u>\$ 2.49</u>