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

FORM 10-K

(Mark One)

☒ **Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the Fiscal Year Ended August 29, 2026

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from _____to _____

Commission file number 001-08504

UniFirst
UNIFORMS SERVICES SOLUTIONS

UNIFIRST CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Massachusetts	**04-2103460**
(State or Other Jurisdiction of Incorporation or Organization)	**(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

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, $0.10 par value per share	**UNF**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller Reporting Company	☐
		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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b) ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of outstanding shares of the Registrant's Common Stock and Class B Common Stock as of October 20, 2026 were 14,586,347 and 3,501,265, respectively. The aggregate market value of the voting stock of the Registrant held by non-affiliates as of February 27, 2026 (the last business day of the Registrant's most recently completed second fiscal quarter), computed by reference to the closing sale price of such shares on such date, was approximately $3,361,249,642.

Documents Incorporated By Reference

The Registrant intends to file a Definitive Proxy Statement pursuant to Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended, for its 2027 Annual Meeting of Shareholders within 120 days of the end of the fiscal year ended August 29, 2026. Portions of such Proxy Statement are incorporated by reference in Part III of this Annual Report on Form 10-K.

UniFirst Corporation
Annual Report on Form 10-K
For the Fiscal Year Ended August 29, 2026

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PART I

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Our actual results could differ materially from those set forth in the forward-looking statements. Certain factors that might cause such a difference are discussed in "Management's Discussion and Analysis of Financial Condition and Results of Operations"; "Safe Harbor for Forward-Looking Statements" and "Risk Factors" included elsewhere in this Annual Report on Form 10-K.

ITEM 1. BUSINESS

GENERAL

UniFirst Corporation, a corporation organized under the laws of the Commonwealth of Massachusetts in 1950, together with its subsidiaries, hereunder referred to as "we", "our", the "Company", or "UniFirst", is one of the leading providers in the supply and servicing of uniform and workwear programs, facility management and service products, as well as first aid and safety supplies and services in North America. We design, manufacture, personalize, rent, clean, deliver, and sell a wide range of uniforms and protective clothing. We also rent and sell industrial wiping products, floor mats, facility management and service products and other non-garment items, and provide restroom and cleaning supplies and first aid cabinet services and other safety supplies as well as certain safety training to a variety of manufacturers, retailers and service companies. Our safety offerings also include fire protection services, such as inspection, testing, and maintenance of fire extinguishers and other fire safety equipment. We serve businesses of all sizes across multiple industry sectors.

Our principal services include providing customers with uniforms and other non-garment items, picking up soiled uniforms or other items on a periodic basis (usually weekly), and delivering, at the same time, cleaned and processed items. We offer uniforms in a wide variety of styles, colors, sizes and fabrics, often with personalized emblems selected by the customer. Our centralized services, specialized equipment and economies of scale generally allow us to be more cost effective in providing garment solutions and services than customers could be themselves, including reducing the burden of managing logistics, offsetting costs, and helping with compliance where the garments may serve a role in safe operations. During the fiscal year ended August 29, 2026 ("fiscal 2026"), we manufactured approximately 65% of the garments placed in service. Because we design and manufacture a majority of our own uniforms and protective clothes, we can produce custom garment programs for our larger customers, offer a diverse range of such designs within our standard line of garments and better control the quality, price and speed at which we service such garments.

Our business has three reporting and operating segments: Uniform & Facility Service Solutions, First Aid & Safety Solutions and Other. All financial information presented in this Annual Report on Form 10-K has been recast to reflect this segment structure for all periods presented.

Uniform & Facility Service Solutions: The Uniform & Facility Service Solutions reporting segment designs, manufactures, purchases, rents, cleans, delivers and sells uniforms and protective clothing and non-garment items in the U.S. and Canada. The segment, through our cleanroom operations, also purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for cleanroom applications and provides cleanroom cleaning at limited customer locations. Additionally, the Uniform & Facility Service Solutions segment consists of our distribution center, sales and marketing, information systems, engineering, materials management, manufacturing planning, finance, budgeting, human resources, other general and administrative costs and interest expense.

First Aid & Safety Solutions: The First Aid & Safety Solutions reporting segment sells first aid cabinet services, non-prescription medicines, safety supplies, fire safety and provides certain safety training to both end users and wholesalers.

Other: This reporting segment consists of our nuclear garment decontamination business. The segment purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for nuclear applications.

For a further discussion of our reporting segments, refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 14, "Segment Reporting" to our Consolidated Financial Statements in this Annual Report on Form 10-K.

Merger Agreement

On March 10, 2026, we entered into an Agreement and Plan of Merger (the "Merger Agreement") with Cintas Corporation ("Cintas"), Bruin Merger Sub I, Inc., a wholly owned subsidiary of Cintas ("Merger Sub Inc."), and Bruin Merger Sub II, LLC, a wholly owned subsidiary of Cintas ("Merger Sub LLC").

Pursuant to the terms and conditions of the Merger Agreement, at the effective time of the merger of the Company with and into Merger Sub Inc., each share of (i) our common stock, par value $0.10 per share, and (ii) our Class B common stock, par value $0.10 per share, (clauses (i) and (ii), our "Common Stock") issued and outstanding immediately prior to the effective time of this merger (other than shares of our Common Stock held in our treasury or held directly by a subsidiary of the Company, Cintas, Merger Sub Inc. or Merger Sub LLC) will convert into the right to receive: $155.00 in cash and 0.7720 shares of fully paid and nonassessable Cintas common stock (the "Merger Consideration"). No fractional shares of Cintas common stock will be issued in this merger, and holders of our Common Stock will receive cash in lieu of any fractional shares of Cintas common stock.

For more information, refer to our Current Reports on Form 8-K filed with the SEC on March 11, 2026 and June 12, 2026 and Note 1, "Summary of Significant Accounting Policies."

PRODUCTS AND SERVICES

We provide our customers with personalized workplace uniforms and protective work clothing in a broad range of styles, colors, sizes and fabrics. Our uniform products include shirts, pants, jackets, coveralls, lab coats, smocks, aprons and specialized protective wear, such as flame resistant and high visibility garments. At certain specialized facilities, like nuclear plants, we also decontaminate and clean clothes and other items which may have been exposed to radioactive materials and service special cleanroom protective wear and facilities. We also offer non-garment items and services, such as industrial wiping products, floor mats, dry and wet mops, restroom and cleaning supplies and other textile products. We also sell first aid cabinet services and other safety supplies, provide certain safety training and maintain wholesale distribution and pill packaging operations for non-prescription medicines.

We offer our customers a range of garment service options, including full-service rental programs in which garments are cleaned and serviced by us, lease programs in which garments are cleaned and maintained by individual employees and purchase programs to buy garments and related items directly. As part of our rental business, we pick up a customer's soiled uniforms and/or other items on a periodic basis (usually weekly) and deliver back cleaned and processed replacement items. We believe our centralized services, specialized equipment and economies of scale generally allow us to be more cost effective in providing garment and related services than customers could be themselves, particularly those customers with high employee turnover rates. Our uniform program is intended not only to help our customers foster a company identity, but also to enhance their corporate image and improve employee safety, productivity and morale. We primarily serve our customers pursuant to written service contracts that range in duration from three to five years.

Historically, our revenues and operating results have varied from quarter to quarter and are expected to continue to fluctuate in the future. These fluctuations have been due to a number of factors, including: general economic conditions in our served markets; the timing of acquisitions and of commencing start-up operations and related costs; our effectiveness in integrating acquired businesses and start-up operations; the timing of nuclear plant outages; volatility in raw material and labor costs; capital expenditures; seasonal rental and purchasing patterns of our customers; and price changes in response to competitive factors. In addition, our operating results historically have been lower during the second and fourth fiscal quarters than during the other quarters of the fiscal year. The operating results for any historical quarter are not necessarily indicative of the results to be expected for an entire fiscal year or any other interim periods.

Our fiscal year ends on the last Saturday in August and generally consists of 52 weeks; however, approximately every five or six years includes a 53rd week, which can affect year-over-year comparability of revenues and operating results.

CUSTOMERS

We serve businesses of all sizes across multiple industries and sectors. We provide our products and services to over 300,000 customer locations in the United States ("U.S."), Canada and Europe. In the last three years, no individual customer in any of our segments accounted for greater than 10% of our total revenue.

MARKETING, SALES, AND CUSTOMER SERVICE

We market our products and services to a diverse customer base and to prospects that range across virtually all industry segments. We have built and maintain an extensive, proprietary database of prescreened and qualified business prospects that have been sourced from our various promotional initiatives, including mailers, website contacts, advertising responses, sales calls and lists purchased from third-party providers. These prospect records serve as a primary targeting resource for our professional sales and marketing organization and are constantly updated, expanded and maintained by an in-house team of specialist database qualifiers and managers.

We employ a large team of trained professional sales representatives to market our services to potential customers and develop new accounts. While most of our sales representatives present a full range of service solutions, we also have specialized sales and service teams for specific customer needs.

We believe that effective customer service is the most crucial element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts weekly and continuously survey, record and report satisfaction levels to evaluate current performance and highlight areas for improvement.

COMPETITION

The uniform rental and sales industry is highly competitive. Our principal competitors offering uniform rental programs include Cintas, Alsco, and Vestis Corporation. Outside of these national competitors we also compete with numerous other service providers and uniform sellers with regional and local presence. In addition to our traditional rental competitors, we also compete with businesses that focus on selling uniforms, facility service products, and other related items directly to end customers. The direct sales market is highly fragmented and includes national, regional, and local providers. The level of competition varies by geographic area and product category. The principal sources of differentiation in the industry are the range of products and services, the quality of service, and pricing. Businesses may also elect to perform certain services internally rather than outsource them. Finally, our biggest competition is from the vast number of businesses choosing to buy their uniforms from various on-line and other retailers and choosing to perform certain services internally.

MANUFACTURING AND SOURCING

We manufactured approximately 65% of all garments we placed in service during fiscal 2026. These garments were primarily work pants and shirts manufactured at two of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe that such materials are generally readily available from other sources. To date, we have experienced limited difficulty in obtaining any of our raw materials or supplies, although at certain times, we have sourced raw materials or supplies from alternative sources or experienced cost increases for such raw materials and supplies. Currently, we also manufacture approximately 99% of the mats we place in service at our plant in Cave City, Arkansas.

HUMAN CAPITAL

As of August 29, 2026, we employed approximately 15,100 team partners across our operations. Our people are fundamental to our success, and we strive to recruit, develop, and retain the best talent. We provide continuous training and development opportunities, including our leadership development program, which offers leadership education, operational knowledge, and hands-on business experience within the industrial laundry and facility services industry to develop future managers.

We seek to foster an employee-intimate culture and believe our workforce is critical to our long-term success and to the service of our customers. We focus on the safety and well-being of our team partners by providing regular safety training, personal protective equipment, and a comprehensive suite of healthcare, wellness, and other employee benefits.

Less than 1% of our U.S. employees are represented by a union under a collective bargaining agreement, and we consider our employee relations to be good.

GOVERNMENT REGULATIONS

We, like our competitors, are subject to various federal, state and local laws and regulations governing, among other things, air emissions, wastewater discharges, and the generation, handling, storage, transportation, treatment and disposal of hazardous wastes and other substances. In particular, industrial laundries currently use and must properly dispose of detergent wastewater and other residues, and, in the past, used perchloroethylene and other dry cleaning solvents. We are attentive to the environmental concerns surrounding the disposal of these materials and have, through the years, taken measures to avoid their improper disposal. We have settled, or contributed to the settlement of, past actions or claims brought against us relating to the disposal of hazardous materials at several sites and there can be no assurance that we will not have to expend material amounts of resources to remediate the consequences of any such disposal in the future. Further, under environmental laws, an owner or lessee of real estate may be liable for the costs of removal or remediation of certain hazardous or toxic substances located on, or in, or emanating from such property, as well as related costs of investigation and property damage. Such laws often impose liability without regard to whether the owner or lessee knew of, or was responsible for, the presence of such hazardous or toxic substances. There can be no assurance that our acquired or leased locations have been operated in compliance with environmental laws and regulations or that future uses or conditions will not result in the imposition of liability upon us under such laws or expose us to third-party actions, such as tort suits. We continue to address environmental conditions under terms of consent orders negotiated with the applicable environmental authorities or otherwise with respect to certain sites. We routinely review and evaluate sites that may require remediation and monitoring and determine our estimated costs based on various estimates and assumptions. For a discussion of our accruals with respect to environmental liabilities and additional discussion regarding environmental matters, refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Annual Report on Form 10-K. Refer also to the risk factors set forth in this Annual Report on Form 10-K for additional information regarding environmental matters.

Our nuclear garment decontamination facilities in the U.S. are licensed by the Nuclear Regulatory Commission, or in certain cases, by the applicable state agency, and are subject to regulation by federal, state and local authorities. We also have nuclear garment decontamination facilities in the United Kingdom and the Netherlands. These facilities are licensed and regulated by the respective country's applicable federal agency. In the past, scrutiny and regulation of nuclear facilities and related services have resulted in the suspension of operations at certain nuclear facilities served by us or disruptions in our ability to service such facilities. There can be no assurance that such scrutiny and regulation will not lead to the shut-down of such facilities or otherwise cause material disruptions in our garment decontamination business.

Additional information regarding our environmental, health, and safety initiatives is available in UniFirst's Impact Report, which can be found on our website at www.unifirst.com/sustainability-report. Such report is not deemed to be incorporated into this Annual Report on Form 10-K or the documents incorporated by reference into this Annual Report on Form 10-K.

AVAILABLE INFORMATION

We make available free of charge our Proxy Statement, Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, including exhibits and any amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC"). These reports are available on our website at www.unifirst.com. In addition, you may request a copy of our filings, excluding exhibits, by contacting our Investor Relations group at (978) 658-8888 or at UniFirst Corporation, 68 Jonspin Road, Wilmington, MA 01887. Information included on our website is not deemed to be incorporated into this Annual Report on Form 10-K or the documents incorporated by reference into this Annual Report on Form 10-K.

In addition, the SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC, and you may access any materials we file with the SEC through the SEC's website at www.sec.gov.

ITEM 1A. RISK FACTORS

The statements in this section, as well as statements described elsewhere in this Annual Report on Form 10-K, or in other SEC filings, describe risks that could materially and adversely affect our business, financial condition and results of operations and the trading price of our securities. These risks are not the only risks that we face. Our business, financial condition and results of operations could also be materially affected by additional factors that are not presently known to us or that we currently consider to be immaterial to our operations.

SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K and any documents incorporated by reference may contain forward-looking statements within the meaning of the federal securities laws that reflect the Company's current views with respect to future events and financial performance, including statements regarding the transaction between UniFirst and Cintas (the "Transaction"). Forward-looking statements contained in this Annual Report on Form 10-K and any documents incorporated by reference are subject to the safe harbor created by the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by words such as "estimates," "anticipates," "projects," "plans," "expects," "intends," "believes," "seeks," "could," "should," "may," "will," "strategy," "objective," "assume," "strive," "design," "assumption," "vision", "drive," 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.

The following Transaction-related factors, among others, could cause actual results to differ materially from those expressed in or implied by forward-looking statements: the occurrence of any event, change, or other circumstance that could give rise to the right of one or both of the parties to terminate the definitive merger agreement between Cintas and UniFirst; the outcome of any legal proceedings that may be instituted against Cintas or UniFirst; the possibility that the Transaction does not close when expected or at all because required regulatory, or other approvals and other conditions to closing are not received or satisfied on a timely basis or at all (and the risk that seeking or obtaining such approvals may result in the imposition of conditions that could adversely affect the combined company or the expected benefits of the Transaction); the risk that the benefits from the Transaction may not be fully realized or may take longer to realize than expected, including as a result of changes in, or problems arising from, general economic and market conditions, interest and exchange rates, monetary policy, trade policy (including tariff levels), laws and regulations and their enforcement, and the degree of competition in the geographic and business areas in which Cintas and UniFirst operate; any failure to promptly and effectively integrate the businesses of Cintas and UniFirst; the possibility that the Transaction may be more expensive to complete than anticipated, including as a result of unexpected factors or events; reputational risk and potential adverse reactions of Cintas' or UniFirst's customers, employees or other business partners, including those resulting from the announcement, pendency or completion of the Transaction; the dilution caused by Cintas' issuance of additional shares of its capital stock in connection with the Transaction; changes in the trading price of Cintas' or UniFirst's capital stock; and the diversion of management's attention and time to the Transaction from ongoing business operations and opportunities.

Additional factors include, but are not limited to, uncertainties caused by an economic recession or other adverse economic conditions, including, without limitation, as a result of elevated inflation or interest rates or extraordinary events or circumstances such as geopolitical conflicts like the conflicts between Russia and Ukraine, the United States and Iran and other disruptions in the Middle East, and their impact on our customers' businesses and workforce levels, disruptions of our business and operations, including limitations on, or closures of, our facilities, or the business and operations of our customers or suppliers in connection with extraordinary events or circumstances, uncertainties regarding our ability to consummate acquisitions and successfully integrate acquired businesses, and the performance of such businesses, 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, our ability to compete successfully without any significant degradation in our margin rates, seasonal and quarterly fluctuations in business levels, our ability to preserve positive labor relationships and avoid becoming the target of corporate labor unionization campaigns that could disrupt our business, the effect of currency fluctuations on our results of operations and financial condition, our dependence on third parties to supply us with raw materials, which such supply could be severely disrupted as a result of extraordinary events or circumstances such as the conflicts between Russia and Ukraine, the United States and Iran, and other disruptions in the Middle East, any loss of key management or other personnel, increased costs as a result of any changes in federal, state, international or other laws, rules and regulations or governmental interpretation of such laws, rules and regulations, uncertainties regarding, or adverse impacts from continued high price levels of natural gas, electricity, fuel and labor or increases in such costs, the negative effect on our business from sharply depressed oil and natural gas prices, the continuing increase in domestic healthcare costs, increased workers' compensation claim costs, increased healthcare claim costs, our ability to retain and grow our customer base, demand and prices for our products and services, fluctuations in our nuclear business, political or other instability, supply chain disruption or infection among our employees in Mexico and Nicaragua where our principal garment manufacturing plants are located, our ability to properly and efficiently design, construct, implement and operate a new enterprise resource planning ("ERP") computer system, interruptions or failures of our information technology systems, including as a result of cyber-attacks, additional professional and internal costs necessary for compliance with any changes in or additional SEC, New York Stock Exchange (the "NYSE") and accounting or other rules, strikes and unemployment levels, our efforts to evaluate and potentially reduce internal costs, the impact of U.S. and

foreign trade policies and tariffs or other impositions on imported goods on our business, results of operations and financial condition, our ability to successfully implement our business strategies and processes, including our capital allocation strategies, our ability to successfully remediate the material weakness in internal control over financial reporting disclosed in this Annual Report on Form 10-K in an appropriate and timely manner or at all, and the other factors described under "Part I, Item 1A. Risk Factors" and elsewhere in this Annual Report on Form 10-K. We undertake no obligation to update any forward-looking statements to reflect events or circumstances arising after the date on which they are made.

RISKS RELATING TO OUR BUSINESS AND OPERATIONS

We face intense competition within our industry, which may adversely affect our results of operations and financial condition.

The rental and sales industry for uniforms, workwear and facility services sector is highly competitive. The main sources of differentiation in the industry are quality of products and services, and price. Our principal competitors include Cintas, Alsco and Vestis Corporation. The remainder of the market, however, is divided among hundreds of smaller businesses, many of which serve one or a limited number of markets or geographic service areas. In addition to our traditional rental competitors, we compete with businesses that focus on selling uniforms, facilities service products and other related items, including single-use disposable garments for use in the nuclear industry. Increased competition may result in price reductions, reduced gross margins and loss of market share, any of which could have a material effect on our results of operations and financial condition. We also compete with industry competitors for acquisitions, which has the effect of increasing the price for acquisitions and reducing the number of acquisition candidates available to us. If we pay higher prices for businesses we acquire, our returns on investment and profitability may be reduced.

Adverse economic and business conditions or geopolitical events may affect our business and our customer base and have a material adverse impact on our sales and operating results.

We supply uniform, workwear and facility services to many industries that have been in the past, and may be in the future, subject to adverse economic and business conditions resulting in shifting employment levels, workforce reductions, changes in worker productivity, uncertainty regarding the impacts of rehiring and shifts to offshore manufacturing. In addition, geopolitical conflicts, calamities or other events, including the conflict between Russia and Ukraine, the United States and Iran and other disruptions in the Middle East and public health events, may disrupt domestic and global business and financial markets and conditions.

The impacts of any general economic uncertainty, weakness or recession may include or result in, without limitation: falling overall demand for goods and services; reduced credit availability; reduced liquidity; volatility in credit, equity and foreign exchange markets; bankruptcies, inflation and interest rate volatility.

Any such adverse economic conditions could have a material adverse impact on our business, including our operating margins. Any conditions or events that adversely affect our current customers or sales prospects may cause such customers or prospects to restrict expenditures, reduce workforces or even to cease to conduct their businesses. Any of these circumstances would have the effect of reducing the number of employees utilizing our uniform, workwear and facility services, which could have a material adverse impact on our sales and results of operations.

Increases in inflation rates could have a material adverse impact on our revenues and operating margins. In addition, if our costs increase and we are not able to pass along these price increases to our customers, our results of operations would be adversely affected, and the adverse impact may be material.

Elevated inflation rates have at times had an adverse impact on our operating margins, including increased energy costs for our vehicles and plants and increased wages in the labor markets in which we compete. Any period of sustained inflation could pressure our margins in future periods. Adverse economic conditions resulting from inflationary pressures, U.S. Federal Reserve actions, including elevated interest rates and/or increases in interest rates, geopolitical issues, U.S. and foreign tariffs or other impositions on imported goods or other causes are difficult to predict and may have a material adverse impact on our business, results of operations and financial condition.

Continued high interest rates or increases in interest rates, especially if coupled with reduced government spending and volatility in financial markets, may have the effect of further increasing economic uncertainty and heightening these risks, which may result in an economic recession. In an inflationary environment, we may be unable to raise the prices of our products and services at or above the rate at which our costs increase, which may reduce our operating margins and have a

material adverse effect on our financial results. We also may experience lower than expected sales and potential adverse impacts on our competitive position if there is a decrease in customer spending or a negative reaction to our pricing. A reduction in our revenue would be detrimental to our profitability and financial condition and could also have an adverse impact on our future growth.

Our failure to successfully implement our acquisition strategy and to grow our business could adversely affect our ability to increase our revenues and could negatively impact our profitability.

As part of our growth strategy, we intend to continue to actively pursue additional acquisition opportunities. However, as discussed above, we compete with others within our industry for suitable acquisition candidates. This competition may increase the price for acquisitions and reduce the number of acquisition candidates available to us. As a result, our ability to acquire businesses in the future, and to acquire such businesses on favorable terms, may be limited. Even if we are able to acquire businesses on favorable terms, managing growth through acquisition is a difficult process that includes integration and training of personnel, combining plant and operating procedures and additional matters related to the integration of acquired businesses within our existing organization. Unanticipated issues related to integration may result in additional expense or in disruption to our operations, either of which could negatively impact our ability to achieve anticipated benefits. While we believe we will be able to fully integrate acquired businesses, we can give no assurance that we will be successful in this regard.

Growth of our business will likely require us to increase our workforce, the scope of our operating and financial systems and the geographic area of our operations. We believe this growth will increase our operating complexity and the level of responsibility for both existing and new management personnel. Managing and sustaining our growth and expansion may require substantial enhancements to our operational and financial systems and controls, as well as additional administrative, operational and financial resources. There can be no assurance that we will be able to manage our expanding operations successfully, that any acquired business will perform as we expect, or that we will be able to maintain or accelerate our growth, and any failure to do so could have an adverse effect on our results of operations and financial condition.

In order to finance such acquisitions, we may need to obtain additional funds either through public or private financings, including bank and other secured and unsecured borrowings and the issuance of debt or equity securities. There can be no assurance that such financings would be available to us on reasonable terms or that any future issuances of securities in connection with acquisitions will not be dilutive to our shareholders.

If we are unable to preserve positive labor relationships or become the target of corporate labor unionization campaigns, the resulting labor unrest could disrupt our business by impairing our ability to produce and deliver our products.

As of August 29, 2026, we employed approximately 15,100 persons and less than 1% of our U.S. employees are represented by a union pursuant to a collective bargaining agreement. Competitors within our industry have been the target of corporate unionization campaigns by multiple labor unions. While our management believes that our employee relations are good, we cannot assure you that we will not become the target of campaigns similar to those faced by our competitors. The potential for unionization could increase in the future. If we do encounter pressure from any labor unions in connection with our acquisitions of other businesses, any resulting labor unrest could disrupt our business by impairing our ability to produce and deliver our products and diverting the attention of our management. In addition, significant union representation would require us to negotiate wages, salaries, benefits and other terms with many of our employees collectively and could adversely affect our results of operations by increasing our labor costs or otherwise restricting our ability to maximize the efficiency of our operations.

We may incur unexpected cost increases due to rising healthcare costs and other labor costs.

In general, the cost of healthcare that we provide to our employees has grown over the last few years at a rate in excess of our revenue growth and, as a result, has negatively impacted our operating results. Moreover, it is generally expected that healthcare costs in the U.S. will increase over the coming years. In addition, we may incur significant healthcare costs if a significant number of our employees experience injury or illness, including in connection with public health emergencies. As a result of these factors, and depending on the effect of any modifications we have made and may make in the future to our employee healthcare plans and enrollment levels in those plans or any future legislation or regulation affecting the healthcare industry, we expect that our future operating results will continue to be further adversely impacted by increasing healthcare costs.

Federal, state and municipal governments have and may continue to mandate increases to minimum wage and other employee benefits. In addition, we face wage pressure as the result of a low unemployment environment and increased competition in hiring. We have raised, and expect to continue to raise, our wage rates and benefits to reflect these changes, which has the effect of increasing our labor costs, which in turn adversely affects our results of operation and financial condition. Our failure to comply with these regulatory requirements would expose us to applicable penalties and increase the likelihood that we would be subject to unionization campaigns. Further mandates would require additional increases to our labor costs and adversely affect our operating margins.

Our failure to retain our current customers, renew our existing customer contracts and enter into customer contracts with new customers could adversely affect our business, results of operations and financial condition.

Our success depends on our ability to retain our current customers, renew our existing customer contracts and obtain new customers. Our ability to do so generally depends on a variety of factors, including the quality, price and responsiveness of our services, as well as our ability to market these services effectively and to differentiate ourselves from our competitors. In addition, renewal rates and our ability to obtain new customers are generally adversely affected by difficult economic and business conditions. We cannot assure you that we will be able to obtain new customers, renew existing customer contracts at the same or higher rates or that our current customers will not turn to competitors, cease operations or terminate contracts with us. Our failure to renew a significant number of our existing contracts would have an adverse effect on our results of operations and financial condition, and failure to obtain new customers could have an adverse effect on our growth and results of operations.

Periods of high fuel and energy costs and increases in fuel and energy costs could materially adversely affect our operating costs.

The price of fuel and energy needed to run our vehicles and equipment is unpredictable and fluctuates based on events outside our control, including geopolitical developments. The ongoing conflict involving Iran has contributed to volatility in global oil and gas prices and supply, and any further escalation or broadening of that conflict, including to other countries in the Middle East, disruption of key shipping routes or energy infrastructure, or the imposition of additional sanctions or trade restrictions, could further increase our fuel and energy costs or limit our access to supply. Other factors that may affect fuel and energy prices include the ongoing conflict between Russia and Ukraine and the resulting governmental sanctions against certain Russian individuals and entities, supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries, or OPEC, and other oil and gas producers, war and unrest in oil producing countries, regional production patterns, limits on refining capacities, natural disasters, environmental concerns, including the impact of legislative and regulatory efforts to limit greenhouse gas emissions, and public health emergencies. Our operating margins have been, and may continue to be, adversely impacted by volatility in energy prices. Periods of high fuel and energy costs and any increases in fuel and energy costs could materially adversely affect operating costs.

As a result of our significant presence in energy producing regions, a prolonged drop in energy prices could negatively impact our financial results.

We have a substantial number of plants and conduct a significant portion of our business in energy producing regions in the U.S. and Canada. In general, we are relatively more dependent on business in these regions than are many of our competitors. If a dramatic decrease in oil prices were to occur, it could impact our customers in the oil industry and cause those customers to curtail their level of operations, which could have a corresponding effect on our customers in businesses which service or supply the oil industry as well as our customers in unrelated businesses. As a result, our organic growth in periods following a dramatic decrease in oil prices could be negatively impacted by elevated headcount reductions in our wearer base as well as increased lost accounts. At times, volatility in energy prices has had and may in the future have a significant impact on wearer levels at existing customers in our North American energy-dependent markets.

Fluctuations in our nuclear business in our Other segment, including the loss of key customers or a significant reduction in our business derived from key customers, could disproportionately impact our revenue and net income and create volatility in the price of our Common Stock.

Our nuclear decontamination business is affected by shut-downs, outages and clean-ups of the nuclear facilities we service. We are not able to control or predict with certainty when such shut-downs, outages and clean-ups will occur. In addition, our nuclear decontamination business tends to generate more revenue in the first and third fiscal quarters, which is when nuclear power plants typically schedule refueling and maintenance outages and thereby increase nuclear garment utilization. Moreover, a significant percentage of this segment's revenues are generated from a limited number of nuclear

power plant operator customers. This concentration subjects this business to significant risks and may result in greater volatility in this segment's results of operations. Fluctuations in our nuclear decontamination business, including the loss of key customers of our Other segment, or a significant reduction in our business derived from such key customers, could materially adversely affect our results of operations and financial condition.

Our international business results are influenced by currency fluctuations and other risks that could have an adverse effect on our results of operations and financial condition.

A portion of our sales is derived from international markets. Revenue denominated in currencies other than the U.S. dollar represented approximately 7.4%, 7.0% and 6.9% of total consolidated revenues for fiscal 2026, fiscal 2025 and the fiscal year ended August 31, 2024 ("fiscal 2024"), respectively. The operating results of our international subsidiaries are translated into U.S. dollars and such results are affected by movements in foreign currencies relative to the U.S. dollar. The strength of the U.S. dollar has generally increased recently as compared to other currencies, which has had, and may continue to have, an adverse effect on our operating results as reported in U.S. dollars. In addition, a weaker Canadian dollar increases the costs to our Canadian operations of merchandise and other operational inputs that are sourced from outside Canada, which has the effect of reducing the operating margins of our Canadian business if we are unable to recover these additional costs through price adjustments with our Canadian customers. Our international operations are also subject to other risks, including the requirement to comply with changing and conflicting national and local regulatory requirements, including, without limitation, with respect to sustainability matters; potential difficulties in staffing and labor disputes; managing and obtaining support and distribution for local operations; credit risk or financial condition of local customers; potential imposition of restrictions on investments; potentially adverse tax consequences, including imposition or increase of withholding and other taxes on remittances and other payments by subsidiaries; foreign exchange controls; and local political and social conditions. In addition, U.S. and foreign trade policies and tariffs and other impositions on imported goods may have a negative impact on our business. There can be no assurance that the foregoing factors will not have an adverse effect on our international operations or on our consolidated financial condition and results of operations.

In addition, we own and operate manufacturing facilities in Mexico. Violence, crime and instability in Mexico has had, and may continue to have, an adverse effect on our operations, including the hijacking of our trucks and the implementation of security measures to protect our employees. While we carry certain insurance coverage, there can be no assurance that losses not covered by insurance that could result from an attack on our trucks or our personnel would not have a material adverse effect on our business, results of operations and financial condition. Operations in developing nations present several additional risks, including greater fluctuation in currencies relative to the U.S. dollar, economic and governmental instability, civil disturbances, volatility in gross domestic production, Foreign Corrupt Practice Act and other legal compliance issues and nationalization and expropriation of private assets, which could have a material adverse effect on our business, results of operations and financial condition.

Our failure to properly and efficiently design, construct, implement and operate a new ERP system could materially disrupt our operations, adversely impact the servicing of our customers and have a material adverse effect on our financial performance.

In the fiscal year ended August 27, 2022 ("fiscal 2022"), we initiated a multiyear ERP project with a strong focus on supply chain and procurement automation and technology. We believe that this initiative will become the core of the UniFirst technology footprint and will integrate and complement the capabilities of our customer relationship management ("CRM") system. We expect the ERP system and the new supply chain and procurement capabilities that it will provide to enable lower operating costs and customer churn through enhanced inventory utilization and vendor management, improved response times to customer orders and more efficient back-end processes. We believe these capabilities will allow us to more effectively respond to and mitigate supply chain challenges. The failure to properly, efficiently and economically design processes, implement and operate an ERP system on a timely basis or at all could materially disrupt our operations, including our supply chain, adversely impact the servicing of our customers and have a material adverse effect on our financial results.

If our information technology systems suffer interruptions or failures, including as a result of cyber-attacks, our business operations could be disrupted or other material adverse impacts on our business could result.

Our information technology systems serve an important role in the efficient operation of our business. The failure of these information technology systems to perform as we anticipate could disrupt our business and negatively impact our results of operations. In addition, our information technology systems could be damaged or cease to function properly due to any number of causes, such as catastrophic events, power outages, security breaches, ransomware, computer viruses or cyber-

based attacks. Further, state-sponsored cyber-attacks could expand, including in connection with geopolitical conflicts such as the conflict between Russia and Ukraine, the United States and Iran and other disruptions in the Middle East, which could adversely affect our or our suppliers' ability to maintain and enhance key cybersecurity and data protection measures. While we have contingency plans in place to prevent or mitigate the impact of these events, if such events were to occur and our disaster recovery plans do not effectively address the issues on a timely basis, we could suffer interruptions in our ability to manage our operations and service our customers, and we may be required to make a significant investment to fix or replace our information technology systems, each of which may have a material adverse effect on our business and financial results. In addition, if customer, employee or our proprietary information is compromised by a security breach or cyber-attack or other event, it could have a material adverse effect on our business, including as a result of remedial actions that we may be required to take, potential liabilities and penalties, loss of business and reputational damage. Our failure to properly respond to any such event could also result in exposure to liability. We are subject to numerous laws and regulations in the U.S. and internationally designed to protect the information of clients, customers, employees, and other third parties that we collect and maintain. These laws and regulations are increasing in complexity and number. If we fail to comply with such laws or regulations, we may be subject to litigation, monetary damages, enforcement actions or fines in one or more jurisdictions, which could have an adverse effect on our business.

We also rely on systems and applications provided by third-party vendors for certain information technology services. If these third-party vendors, or our suppliers or other vendors, experience service interruptions, security breaches, cyber-attacks, computer viruses, ransomware or other similar events, customer, employee or other proprietary information could be compromised and it could as a result or otherwise, have an adverse effect on our business.

Our business may be subject to seasonal and quarterly fluctuations.

Historically, our revenues and operating results have varied from quarter to quarter and are expected to continue to fluctuate in the future. In addition, our operating results historically have been seasonally lower during the second and fourth fiscal quarters than during the other quarters of the fiscal year. We incur various costs in integrating or establishing newly acquired businesses or start-up operations, and the profitability of a new location is generally expected to be lower in the initial period of its operation than in subsequent periods. Start-up operations in particular lack the support of an existing customer base and require a significantly longer period to develop sales opportunities and meet targeted operating results.

These factors, among others, may cause our results of operations in some future quarters to be below the expectations of securities analysts and investors, which could have an adverse effect on the market price of our Common Stock.

Loss of our key management or other personnel and our inability to hire qualified personnel could adversely impact our business.

Our success is largely dependent on the skills, experience and efforts of our senior management, including our President and Chief Executive Officer, and certain other key personnel. If, for any reason, one or more senior executives or key personnel were not to remain active in our Company, our results of operations could be adversely affected. Our future success also depends upon our ability to attract and retain key employees. There is competition in the market for the services of such qualified personnel and hourly workers. Further, the pendency of the Transaction may cause our current and prospective employees to experience uncertainty about their roles after the completion of the Transaction, which may have an adverse effect on our ability to attract, motivate or retain management personnel and other key employees.

In addition, as discussed above, we face wage pressure as the result of a low unemployment environment and increased competition in hiring. We have raised, and expect to continue to raise, our wage rates and benefits to reflect these changes, which has the effect of increasing our labor costs, which in turn adversely affects our results of operation and financial condition. Our failure to attract and retain such personnel or workers could adversely affect our results of operations.

We depend on third parties to supply us with raw materials and facility services products and our results of operations could be adversely affected if we are unable to obtain adequate raw materials in a timely and economic manner, or at all, or if our supply chain is otherwise disrupted.

We manufactured approximately 65% of all garments we placed in service during fiscal 2026. These were primarily work pants and shirts manufactured at two of our plants located in San Luis Potosi, Mexico, at one plant located in Managua, Nicaragua, and by subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe

that such materials are generally readily available from other sources. Furthermore, overseas garment contractors could be subject to supply chain disruptions. We also source or import various facility services products, such as towels, microfiber, conventional mops, aprons, disposable gloves, etc., and our ability to obtain these supplies could potentially be impacted by supply chain disruptions. To date, we have experienced no significant difficulty in obtaining any of our raw materials or supplies, although at certain times, we have sourced raw materials or supplies from alternative sources or experienced cost increases for such raw materials and supplies. However, if we were to experience difficulty obtaining any of our raw materials from such suppliers and were unable to obtain new materials or supplies from other industry suppliers, or if the cost of obtaining such materials or supplies were to increase, including in any case as a result of inflation, high or rising interest rates, tariffs or other impositions on imported goods, geopolitical issues such as the conflict between Russia and Ukraine, the United States and Iran and other disruptions in the Middle East, or other supply chain disruptions, it could adversely affect our results of operations.

Unexpected events could disrupt our operations, including our reliance on key facilities, and have a material adverse impact on our operating results.

Unexpected events, including, without limitation, fires at facilities, natural disasters as a result of climate change or otherwise, such as hurricanes, earthquakes, floods and tornadoes, public health emergencies, terrorist activities, geopolitical issues including war or other conflicts such as conflicts in the Middle East or between Russia and Ukraine, the United States and Iran, unplanned utility outages, pandemics such as the COVID-19 pandemic, supply disruptions, failure of equipment or information systems, temporary or long-term disruption of our computer systems, or changes in laws and/or regulations impacting our business, could have a material adverse impact on our operating results. These events could result in disruption of customer service, physical damage to one or more key operating facilities, the temporary closure of one or more key operating facilities or the temporary disruption of information systems. In addition, the destruction or permanent or temporary loss of, or other disruptions with respect to, key facilities such as our distribution facility in Owensboro, Kentucky or our manufacturing facilities in Mexico or Nicaragua as a result of geopolitical issues or otherwise, or our manufacturing facility in Cave City, Arkansas, would have a material adverse effect on our operations and financial results.

We identified material weakness in our internal control over financial reporting related to certain information technology general controls ("ITGCs") supporting the manage change and manage access processes. If not remediated appropriately and timely, such material weakness could adversely impact our ability to record, process and report financial information accurately, result in loss of investor confidence and have a material adverse impact on our business, results of operations, financial condition and stock price.

As disclosed in Part II, Item 9A of our Annual Report on Form 10-K for fiscal 2025, we previously identified a material weakness related to deficiencies in our manage change and manage access processes that were not designed and operating effectively. As of the end of fiscal 2025, these deficiencies related to our CRM system, which affected revenue and receivables, and a group of legacy applications, which affected revenue and receivables, inventory and merchandise in service. While we worked during fiscal 2026 to remediate the previously identified material weakness, we were unable to fully remediate the material weakness prior to the end of fiscal 2026. However, we continued to make significant progress in remediating the design and operating effectiveness of our control environment and successfully addressed the ITGCs for the applications affecting revenue and receivables, including our CRM system. At the end of fiscal 2026, the material weakness had been further narrowed to deficiencies related to applications affecting inventory and merchandise in service, including our new Warehouse Management System ("WMS") and a group of legacy applications affecting these accounts.

As a public company, we are required to establish and periodically evaluate and assess procedures with respect to our internal control over financial reporting. In connection with our year-end assessment as part of this Annual Report, we determined that, as of August 29, 2026, we did not maintain effective internal control over financial reporting due to a material weakness related to certain ITGCs over the applications affecting inventory and merchandise in service, including our new WMS and a group of legacy applications, as more fully described in Part II, Item 9A, "Controls and Procedures" of this Form 10-K. We could not conclude that the ITGCs over these applications were effective primarily due to the limited number of instances available to test. This material weakness did not result in any identified misstatements to our financial statements, and there were no changes to previously issued financial results.

While we are in the process of implementing changes to remediate the material weakness identified, there can be no assurance that such remedial measures will be successful and we will be able to remediate the material weakness in a timely manner. If we are unable to remediate the material weakness appropriately and timely, or are otherwise unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record,

process and report financial information accurately, and to prepare financial statements within required time periods, could be adversely affected, which could subject us to litigation or investigations requiring management resources and payment of legal and other expenses, negatively affect investor confidence in our financial statements and have a material adverse effect on our business, results of operations, financial condition and stock price.

Our business could be adversely impacted if we have deficiencies in our disclosure controls and procedures or internal control over financial reporting, including as a result of the material weakness identified by management and discussed above.

The design and effectiveness of our disclosure controls and procedures and internal control over financial reporting, including new and revised financial and information technology-related controls that we have been designing, implementing and operating, may not prevent all errors, misstatements or misrepresentations. While management will continue to review the effectiveness of our disclosure controls and procedures and internal control over financial reporting, there can be no guarantee that our internal control over financial reporting will be effective in accomplishing all control objectives all of the time. Deficiencies in our internal control over financial reporting, including the material weakness identified by management and discussed above and any additional material weakness which may occur in the future, could result in misstatements of our results of operations, restatements of our financial statements, a decline in our stock price, or otherwise materially adversely affect our business, reputation, results of operations, financial condition or liquidity.

U.S. and foreign trade policies, including the assessment of tariffs and other impositions on imported goods, may have a material adverse impact on our business.

The U.S. and certain foreign countries have recently announced new or increased tariffs on imported goods, and additional tariffs or increases in tariffs could be assessed in the future. If any such tariffs or other impositions on imported goods were to increase our cost or difficulty of obtaining raw materials or products from suppliers and we were unable to mitigate the impacts of any such increased costs or difficulties, it could have a material adverse impact on our business and our results of operations. In addition, any such tariffs or other impositions on imported goods could have a negative adverse impact on economic conditions generally and on the businesses of our customers, including decreases in wearer levels at our customers, which could have a material adverse impact on our business and our results of operations.

We use, and expect to increasingly use, artificial intelligence in our business, which could result in operational, legal, competitive and reputational harm and adversely affect our business, results of operations and financial condition.

We utilize, and expect to increasingly utilize, artificial intelligence ("AI"), including generative AI and machine learning tools, to support various aspects of our business, including internal business functions, administrative support, data analysis, software development and other operational activities. We also rely on third-party vendors and service providers whose products and services incorporate AI technology, as well as internally developed AI capabilities built on third-party platforms.

While we maintain policies intended to promote the responsible use of AI, there are significant risks involved in developing and deploying AI and there can be no assurance that the usage of AI will be beneficial to our business, including our efficiency or profitability.

The legal, regulatory and compliance environments surrounding the design and use of AI technology - involving federal, state and foreign regulators - are evolving and complex. Our obligation to comply with the evolving regulatory landscape could entail significant costs and negatively affect our business.

Our use of AI technologies may also increase our exposure to cybersecurity and data privacy risk, as AI systems may involve the processing of proprietary, customer and employee-partner data. Failures in the design, implementation or oversight of such systems could result in unauthorized disclosure, misuse, loss or corruption of data. We may also face uncertainty regarding our ownership of, or ability to protect, intellectual property created using AI tools, or claims that AI technologies we use infringe, misappropriate or otherwise violate the rights of third parties.

In addition, our competitors and other third parties may develop or integrate AI capabilities more effectively or more rapidly than we do, which could adversely affect our competitive position, operating efficiency, customer relationships and ability to attract and retain talent. The costs associated with developing, licensing, deploying, maintaining and governing AI technologies may be substantial, and we cannot provide assurance that the anticipated benefits will be realized on the timeline we expect, or at all.

RISKS RELATED TO THE PROPOSED ACQUISITION OF UNIFIRST BY CINTAS

The Mergers are subject to conditions, some or all of which may not be satisfied, and may not be completed on a timely basis, if at all. Failure to complete the Mergers on a timely basis or at all could have adverse effects on us.

The completion of the Mergers (as defined in Note 1, "Summary of Significant Accounting Policies") is subject to a number of conditions, including, among others, (i) the approval by UniFirst shareholders of the UniFirst merger proposal, which such shareholder approval was obtained at a virtual special meeting of the shareholders of UniFirst on June 11, 2026, and (ii) certain regulatory approvals, including the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), which make the completion and timing of the Mergers uncertain. On June 11, 2026, each of Cintas and UniFirst received a request for additional information and documentary material (the "Second Request") from the Federal Trade Commission (the "FTC") in connection with the FTC's review of the transactions contemplated by the Merger Agreement. Issuance of the Second Request extends the waiting period under the HSR Act until 30 days after both Cintas and the Company substantially comply with the Second Request, unless the waiting period is extended voluntarily by Cintas and the Company or terminated earlier by the FTC. On October 2, 2026, each of Cintas and UniFirst certified to the FTC that it has substantially complied with the Second Request. On October 2, 2026, Cintas and UniFirst entered into a timing agreement with the FTC pursuant to which Cintas and UniFirst agreed, among other things, not to consummate the Mergers prior to December 11, 2026 unless they have received written notice from the FTC prior to such date that the FTC has closed its investigation of the Mergers. Cintas and UniFirst have been working cooperatively with the FTC and will continue to do so.

Also, either Cintas or UniFirst may terminate the Merger Agreement (as defined in Note 1, "Summary of Significant Accounting Policies") if the Mergers have not been consummated on or before 5:00 p.m. (New York, New York, United States time) on January 10, 2027 (or, in certain circumstances, as such date may be extended to May 10, 2027 or September 10, 2027 pursuant to the Merger Agreement), except that this right to terminate the Merger Agreement is not available to any party that has materially breached any of its obligations under the Merger Agreement if such breach has been the principal cause of or principally resulted in the failure of the closing to have occurred on or before such date.

If the Mergers are not completed, our ongoing business, financial condition, financial results and stock price could be materially adversely affected, and we would forego any benefit of completing the Mergers. Without realizing any of the benefits of having completed the Mergers, we will be subject to a number of risks, including the following:

- the market price of our stock could decline to the extent that the current market price reflects a market assumption that the transaction will be completed;
- we could owe Cintas a termination fee of $213,300,000 if the Merger Agreement were terminated under specified circumstances;
- if the Merger Agreement is terminated and the UniFirst Board of Directors seeks another business combination, UniFirst shareholders cannot be certain that UniFirst will be able to find a party willing to enter into a transaction on terms equivalent to or more attractive than the terms in the Merger Agreement;
- time and resources committed by our management to matters relating to the Mergers could otherwise have been devoted to pursuing other beneficial opportunities;
- we may experience negative reactions from the financial markets or from customers, suppliers or employees;
- we will be required to pay our costs relating to the Mergers, such as legal, accounting, financial advisory and printing fees, whether or not the Mergers are completed; and
- litigation related to any failure to complete the Mergers or related to any enforcement proceeding commenced against us to perform our obligations pursuant to the Merger Agreement.

The materialization of any of these risks could adversely impact our ongoing business, financial condition, financial results and stock price. Similarly, delays in the completion of the Mergers could, among other things, result in additional transaction costs, loss of revenue or other negative effects associated with uncertainty about completion of the Mergers.

The Merger Agreement contains provisions that limit UniFirst's ability to pursue alternatives to the Mergers, could discourage a potential competing acquiror of UniFirst from making a favorable alternative transaction proposal and, in specified circumstances, could require UniFirst to pay a termination fee to Cintas.

The Merger Agreement contains certain provisions that restrict UniFirst's ability to solicit, seek, facilitate, discuss or enter into an agreement with respect to a UniFirst acquisition proposal. The UniFirst Board of Directors is subject to restrictions

on withdrawing, qualifying or modifying its recommendation to UniFirst shareholders in favor of the Mergers and to certain other related restrictions. In addition, Cintas generally must be given an opportunity to offer to modify the terms and conditions of the Merger Agreement or the transactions contemplated by the Merger Agreement in response to any third-party alternative acquisition proposal before the UniFirst Board of Directors may withdraw or qualify its recommendation with respect to the Mergers or terminate the Merger Agreement in connection with a third-party acquisition proposal.

In some circumstances relating to our entry into an agreement for an alternative transaction or a change in the recommendation of the UniFirst Board of Directors with respect to the Mergers, upon termination of the Merger Agreement, we will be required to pay a termination fee of $213,300,000 to Cintas.

These provisions of the Merger Agreement could discourage a potential third-party acquiror or merger partner that might have an interest in acquiring all or a significant portion of UniFirst or pursuing an alternative transaction with UniFirst from considering or proposing such a transaction, even if it were prepared to pay consideration with a higher per share value than the per share value proposed to be received or realized in the Mergers. In particular, the termination fee, if applicable, could result in a potential third-party acquiror or merger partner proposing to pay a lower price to UniFirst shareholders than it might otherwise have proposed to pay absent such a fee.

The Mergers are subject to the expiration or termination of applicable waiting periods (including any extension thereof) and the receipt of certain authorizations or consents from regulatory authorities that may impose conditions that could have an adverse effect on Cintas after the completion of the Mergers or, if not obtained, could prevent completion of the Mergers.

Before the Mergers may be completed, any waiting period (or extension thereof) under the HSR Act must have expired or been terminated, and any authorizations or consents from certain foreign regulators under antitrust laws and governmental authorities in respect of certain of UniFirst's permits are required in connection with the Mergers. In deciding whether to grant the required regulatory authorization or consent, the relevant governmental authorities may consider, among other factors, the effect of the Mergers on competition within their relevant jurisdiction. The terms and conditions of the authorizations or consents that are granted may impose requirements, limitations or costs or place restrictions on the conduct of the business of Cintas after the completion of the Mergers.

In addition, regulators may impose conditions, terms, obligations or restrictions in connection with their authorization or consent to the Mergers, and such conditions, terms, obligations or restrictions could delay completion of the Mergers or impose additional material costs on or materially limit Cintas' revenues after the completion of the Mergers or potentially lead to the abandonment of the Mergers.

On June 11, 2026, each of Cintas and UniFirst received a Second Request from the FTC in connection with the FTC's review of the transactions contemplated by the Merger Agreement. Issuance of the Second Request extends the waiting period under the HSR Act until 30 days after both Cintas and the Company substantially comply with the Second Request, unless the waiting period is extended voluntarily by Cintas and the Company or terminated earlier by the FTC. On October 2, 2026, each of Cintas and UniFirst certified to the FTC that it has substantially complied with the Second Request. On October 2, 2026, Cintas and UniFirst entered into a timing agreement with the FTC pursuant to which Cintas and UniFirst agreed, among other things, not to consummate the Mergers prior to December 11, 2026 unless they have received written notice from the FTC prior to such date that the FTC has closed its investigation of the Mergers. Cintas and UniFirst have been working cooperatively with the FTC and will continue to do so.

The Merger Consideration, including the exchange ratio, is fixed and will not be adjusted in the event of any change in either Cintas' or UniFirst's stock price. As such, UniFirst shareholders cannot be sure of the value of the stock consideration they will receive in exchange for their shares of UniFirst stock in connection with the Mergers.

Upon completion of the Mergers, each share of UniFirst stock will be converted into the right to receive $155.00 in cash, and 0.7720 of a validly issued, fully paid and non-assessable share of Cintas common stock, in each case, without interest and subject to any required tax withholding. The stock consideration may potentially be adjusted for any fractional shares. The foregoing exchange ratio is fixed and will not be adjusted to reflect changes in the stock price of either Cintas or UniFirst before the Mergers are complete. Due to the fixed exchange ratio, fluctuations in the price of Cintas common stock will drive corresponding changes in the value of the Merger Consideration payable to each UniFirst shareholder. As a result, changes in the price of Cintas common stock prior to the completion of the Mergers will affect the market value that UniFirst shareholders will become entitled to receive on the date of the closing of the Mergers. Stock price changes may

result from a variety of factors (many of which are beyond Cintas' or UniFirst's control), including changes in Cintas' or UniFirst's respective business, operations and prospects.

The price of Cintas common stock has fluctuated during the period between the date the Merger Agreement was executed and the date of this Annual Report on Form 10-K, and may continue to change through the date the Mergers are completed (which might be a significant period of time). Because the exchange ratio will not be adjusted to reflect any changes in the market values of Cintas common stock or UniFirst stock, the actual market value of the Cintas common stock received by UniFirst shareholders upon completion of the Mergers may differ from the market value on the last full trading day before the public announcement of the Mergers.

These variations could result from changes in the business, operations or prospects of Cintas or UniFirst prior to or after the completion of the Mergers, regulatory considerations, general market and economic conditions and other factors both within and beyond the control of Cintas or UniFirst. UniFirst shareholders do not know with certainty the value of the shares of Cintas common stock that they will receive upon completion of the Mergers. Neither Cintas nor UniFirst is permitted to terminate the Merger Agreement solely because of changes in the market price of either company's common stock.

UniFirst is subject to business uncertainties and contractual restrictions while the proposed transaction is pending, which could adversely affect our business and operations.

In connection with the pendency of the Mergers, it is possible that some customers, suppliers and other persons with whom we have a business relationship may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationships with us, as the case may be, as a result of the Mergers or otherwise. Under the terms of the Merger Agreement, we are subject to certain restrictions on the conduct of our business prior to completing the Mergers, which may adversely affect our ability to execute certain of our business strategies, including the ability in certain cases to enter into or amend contracts, acquire or dispose of assets, incur indebtedness or incur capital expenditures. Such limitations could adversely affect our business and operations prior to the completion of the Mergers.

Each of the risks described above may be exacerbated by delays or other adverse developments with respect to the completion of the Mergers.

Uncertainties associated with the Mergers may cause a loss of management personnel and other key employees or cause UniFirst and Cintas to have difficulty attracting and motivating management personnel and other key employees, which could adversely affect the future business and operations of Cintas after the completion of the Mergers.

UniFirst and Cintas are dependent on the experience and industry knowledge of their respective management personnel and other key employees to execute their business plans. The success of Cintas after the completion of the Mergers will depend in part upon the ability of UniFirst and Cintas to attract, motivate and retain key management personnel and other key employees. Prior to completion of the Mergers, current and prospective employees of UniFirst and Cintas may experience uncertainty about their roles within Cintas after the completion of the Mergers, which may have an adverse effect on the ability of each of UniFirst and Cintas to attract, motivate or retain management personnel and other key employees. In addition, no assurance can be given that Cintas, after the completion of the Mergers, will be able to attract, motivate or retain management personnel and other key employees of UniFirst and Cintas to the same extent that UniFirst and Cintas have previously been able to attract or retain their own employees.

Potential litigation against UniFirst and Cintas could result in substantial costs, an injunction preventing the completion of the Mergers and/or a judgment resulting in the payment of damages.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if such a lawsuit is without merit, defending against these claims can result in substantial costs. An adverse judgment could result in monetary damages, which could have a negative impact on UniFirst's and Cintas' respective liquidity and financial condition.

Additionally, if a plaintiff is successful in obtaining an injunction prohibiting completion of the Mergers, then that injunction may delay or prevent the Mergers from being completed, or from being completed within the expected time frame, which may adversely affect UniFirst's and Cintas' respective businesses, financial positions and results of operation.

Completion of the Mergers may trigger change in control or other provisions in certain agreements to which UniFirst or its subsidiaries is a party, which may have an adverse impact on Cintas' business and results of operations after the Mergers.

The completion of the Mergers may trigger change in control or other provisions in certain agreements to which UniFirst or its subsidiaries is a party. If UniFirst or its subsidiaries are unable to negotiate waivers of those provisions, the counterparties may exercise their rights and remedies under the agreements, potentially terminating the agreements or seeking monetary damages. Even if UniFirst or its subsidiaries are able to negotiate waivers, the counterparties may require a fee for such waivers or seek to renegotiate the agreements on terms less favorable to Cintas after the completion of the Mergers. Any of the foregoing or similar developments may have an adverse impact on Cintas' business and operations after the completion of the Mergers.

The shares of Cintas common stock to be received by UniFirst shareholders upon completion of the Mergers will have different rights from shares of UniFirst stock.

Upon completion of the Mergers, UniFirst shareholders will no longer be UniFirst shareholders but will instead become Cintas shareholders, and their rights as Cintas shareholders will be governed by the terms of Cintas articles of incorporation, as may be amended from time to time, Cintas bylaws, as may be amended from time to time, and the Washington Business Corporation Act ("WBCA"). The terms of Cintas articles of incorporation, Cintas bylaws and the WBCA are in some respects materially different from the terms of UniFirst articles of organization, as may be amended from time to time, UniFirst bylaws, as may be amended from time to time, and the Massachusetts Business Corporation Act, which currently govern the rights of UniFirst shareholders.

UniFirst shareholders will have a significantly reduced ownership and voting interest after the Mergers and will exercise less influence over the policies of Cintas after the completion of the Mergers than they now have on the policies of UniFirst.

Cintas shareholders currently have the right to vote in the election of the Cintas Board and on other matters affecting Cintas. UniFirst shareholders currently have the right to vote in the election of the UniFirst Board and on other matters affecting UniFirst. Currently, each share of Cintas common stock is entitled to 1 vote per share. Currently, each share of UniFirst Class B Common Stock is entitled to 10 votes per share and each share of UniFirst Common Stock is entitled to 1 vote per share. Generally, members of the Croatti family, as holders of shares of UniFirst Class B Common Stock, have a material influence on the management and policies of UniFirst currently and even if all other holders of UniFirst common stock voted together on all matters, they would not have a significant impact on the approval or rejection of proposals submitted to UniFirst shareholders.

Immediately after the Mergers are completed, it is expected that current UniFirst shareholders, including holders of Common Stock, will own a significantly reduced percentage of the outstanding shares Cintas common stock relative to their ownership of UniFirst Common Stock or UniFirst Class B Common Stock. As a result of their reduced ownership of Cintas, current UniFirst shareholders will have significantly less influence on the management and policies of Cintas than they now have on the management and policies of UniFirst.

The Mergers will involve substantial costs.

UniFirst and Cintas have incurred, and expect to continue to incur, a number of non-recurring costs associated with the Mergers, a substantial majority of which will be comprised of transaction costs related to the Mergers and include, among others, employee retention costs, fees paid to financial, legal and accounting advisors, severance and benefit costs, proxy solicitation costs and filing fees and regulatory costs.

LEGAL AND REGULATORY RISKS

The expenses we may incur to comply with environmental regulations, including costs associated with potential environmental remediation, may prove to be significant and could have a material adverse effect on our results of operations and financial condition.

We, like our competitors, are subject to various federal, state and local laws and regulations governing, among other things, air emissions, wastewater discharges, and the generation, handling, storage, transportation, treatment and disposal of hazardous wastes and other substances. In particular, industrial laundries currently use and must dispose of detergent

wastewater and other residues, and, in the past, used perchloroethylene and other dry cleaning solvents. We are attentive to the environmental concerns surrounding the disposal of these materials and have, through the years, taken measures to avoid their improper disposal. Over the years, we have settled, or contributed to the settlement of, past actions or claims brought against us relating to the disposal of hazardous materials at several sites, and there can be no assurance that we will not have to expend material amounts to remediate the consequences of any such disposal in the future. Further, under environmental laws, an owner or lessee of real estate may be liable for the costs of removal or remediation of certain hazardous or toxic substances located on, or in, or emanating from such property, as well as related costs of investigation and property damage. Such laws often impose liability without regard to whether the owner or lessee knew of, or was responsible for, the presence of such hazardous or toxic substances. There can be no assurance that acquired or leased locations have been operated in compliance with environmental laws and regulations or that future uses or conditions will not result in the imposition of liability upon us under such laws or expose us to third-party actions such as tort suits.

We continue to address environmental conditions under terms of consent orders negotiated with the applicable environmental authorities or otherwise with respect to sites located in or related to certain sites.

We have accrued certain costs related to certain sites.

On a quarterly basis, we assess each of our environmental sites to determine whether the costs of investigation and remediation of environmental conditions are probable and can be reasonably estimated as well as the adequacy of our accruals with respect to such costs. There can be no assurance that our accruals with respect to our environmental sites will be sufficient or that the costs of remediation and investigation will not substantially exceed our accruals as new facts, circumstances or estimates arise.

Our nuclear garment decontamination facilities are licensed by the Nuclear Regulatory Commission, or in certain cases, by the applicable state agency, and are subject to regulation by federal, state and local authorities. We also have nuclear garment decontamination facilities in the United Kingdom and the Netherlands. These facilities are licensed and regulated by the respective country's applicable federal agency. In the past, scrutiny and regulation of nuclear facilities and related services have resulted in the suspension of operations at certain nuclear facilities served by us or disruptions in our ability to service such facilities. There can be no assurance that such scrutiny and regulation will not lead to the shut-down of such facilities or otherwise cause material disruptions in our garment decontamination business.

In addition, our nuclear garment decontamination operations are subject to asset retirement obligations related to the decommissioning of our nuclear laundry facilities. We recognize as a liability the present value of the estimated future costs to decommission these facilities. The estimated liability is based on historical experience in decommissioning nuclear laundry facilities, estimated useful lives of the underlying assets, external vendor estimates as to the cost to decommission these assets in the future, and federal and state regulatory requirements. No assurances can be given that these accruals will be sufficient or that the costs of such decommissioning will not substantially exceed such accruals, as our facts, circumstances or estimates change, including changes in the Company's estimated useful lives of the underlying assets, estimated dates of decommissioning, changes in decommissioning costs, changes in federal or state regulatory guidance on the decommissioning of such facilities, or other changes in estimates.

In addition to contingencies and claims relating to environmental compliance matters, we may from time to time be subject to legal or regulatory proceedings and claims related to our business operations which may have a material adverse effect on our financial condition and operating results.

In addition to contingencies and claims relating to environmental matters, we are subject from time to time to legal or regulatory proceedings, including, without limitation, with respect to tax matters, and to claims and disputes arising from the conduct of our business operations, including personal injury claims, customer contract matters and employment claims such as claims alleging violations of, and damages under, the Fair Labor Standards Act (the "FLSA"). Refer to Note 10, "Commitments and Contingencies", of our Consolidated Financial Statements for further discussion.

For example, in the fourth quarter of fiscal 2022, the Mexican federal tax authority issued a tax assessment on our subsidiary in Mexico for import taxes from the fiscal year ended August 27, 2016 ("fiscal 2016"), value added taxes and customs processing fees of over $17.0 million, plus surcharges, fines and penalties of $67.7 million, for a total assessment of $84.7 million. We challenged the validity of the tax assessment through administrative and judicial proceedings. In the first quarter of fiscal 2025, the Federal Tax Court in Mexico issued a ruling partially in our favor. Following subsequent judicial proceedings, the judgment became final and binding in fiscal 2026, requiring the Mexican federal tax authority to issue a revised assessment. Consequently, the tax authority issued a new assessment of approximately $4.16 million, which

we subsequently challenged through a complaint alleging defective and/or excessive compliance with the judgment. These proceedings remain pending. Based on the information currently available, we determined that a loss of approximately $2.0 million is probable and recorded an accrual for such estimated liability in our Consolidated Financial Statements for the fourth quarter of fiscal 2026. We are unable to ascertain the ultimate outcome of the remaining disputed amount and believe that any additional loss beyond the recorded accrual is neither probable nor remote; accordingly, we are unable to reasonably estimate the amount or range of any such additional loss.

Certain of the claims to which we are subject are typically not covered by our available insurance. In addition, claims occasionally result in significant investigation and litigation expenses and, if successful, may result in material losses to us. Certain claims may also result in significant adverse publicity against us. As a consequence, successful claims against us not covered by our available insurance coverage or the adverse outcome of a legal or regulatory proceeding, or the impact of adverse publicity against us, could have a material adverse effect on our business, financial condition and results of operation.

Failure to comply with state, federal, international and other laws, rules and regulations to which we are subject may result in penalties or costs that could have a material adverse effect on our business.

Our business is subject to various state, federal, international and other laws, rules and regulations, including employment laws and regulations such as the FLSA, minimum wage requirements, overtime requirements, working condition requirements, citizenship requirements, healthcare insurance mandates, data protection requirements, import and export requirements and restrictions and other laws, rules and regulations, including those of the SEC and NYSE and those relating to accounting. We have incurred, and will continue to incur, capital and operating expenditures and other costs in the ordinary course of our business in complying with the laws, rules and regulations to which we are subject. Any appreciable increase in the statutory minimum wage rate, income or overtime pay, costs of complying with healthcare insurance mandates, changes in the requirements under the Occupational Safety and Health Act of 1970, as amended, changes in environmental compliance requirements, or changes to immigration laws and citizenship requirements would likely result in an increase in our labor costs and/or contribute to a shortage of available labor and such cost increase or labor shortage, or the penalties for failing to comply with such statutory minimums or regulations, could have an adverse effect on our business, liquidity and results of operations. The impact of any new laws, rules and regulations such as recent rules adopted by the SEC regarding climate-related and cybersecurity-related disclosures, or changes to laws, rules and regulations or governmental interpretations of such laws, rules and regulations, cannot be predicted and could cause us to incur substantial compliance costs. Any failure to comply with applicable laws, rules and regulations could result in substantial fines or penalties by government authorities, payment of damages to private litigants or possible revocation of our authority to conduct our operations, which could materially adversely affect our ability to service customers and our results of operations.

Changes in or new interpretations of the governmental regulatory framework may affect our contract terms and may reduce our sales or profits.

A portion of our total consolidated revenues is derived from business with U.S. federal, state and local governments and agencies. Changes or new interpretations in, or changes in the enforcement of, the statutory or regulatory framework applicable to services provided under governmental contracts or bidding procedures could result in fewer new contracts or contract renewals, modifications to the methods we apply to price government contracts or in contract terms of shorter duration than we have historically experienced, any of which could result in lower sales or profits than we have historically achieved, which could have an adverse effect on our results of operations.

GENERAL RISK FACTORS

Adverse global financial and economic conditions may result in impairment of our goodwill and intangibles.

Our market capitalization, from time to time, has experienced volatility due in part to turbulent economic conditions and disruption in the global equity and credit markets. Under accounting principles generally accepted in the U.S. (“U.S. GAAP”), we may be required to record an impairment charge if changes in circumstances or events indicate that the carrying values of our goodwill and intangible assets exceed their fair value and are not recoverable. Any significant and other-than-temporary decrease in our market capitalization could be an indicator, when considered together with other factors, that the carrying values of our goodwill and intangible assets exceed their fair value, which may result in our recording an impairment charge. We are unable to predict economic trends, but we continue to monitor the impact of changes in economic and financial conditions on our operations and on the carrying value of our goodwill and intangible

assets. Should the value of our acquired goodwill or one or more of our acquired intangibles become impaired, our consolidated earnings and net worth may be materially adversely affected.

The price of our Common Stock may be highly volatile, which could result in significant price declines.

The price of our Common Stock may experience significant volatility. Such volatility may be caused by fluctuations in our operating results, changes in earnings estimated by investment analysts, the number of shares of our Common Stock traded each day, the degree of success we achieve in implementing our business and growth strategies, changes in business or regulatory conditions affecting us, our customers or our competitors and other factors. In addition, stocks listed on the NYSE have occasionally experienced extreme price and volume fluctuations that often have been unrelated to, or disproportionate to, the operating performance of the listed companies. These fluctuations, as well as general economic, political and market conditions, may adversely affect the market price of our Common Stock.

If we are unable to accurately predict our future tax liabilities or become subject to increased levels of taxation or our tax contingencies are unfavorably resolved, our results of operations and financial condition could be materially adversely affected.

The rules dealing with U.S. federal, state and local and non-U.S. taxation are regularly under review by persons involved in the legislative process and by the Internal Revenue Service ("IRS"), the U.S. Treasury Department and other taxing authorities. Changes to tax laws (which changes may have retroactive application) could adversely affect us or holders of our Common Stock. Any such tax laws, regulations, interpretations, or rulings could have an adverse effect on our financial condition and results of operations. These changes could subject us to additional income taxes and non-income taxes (such as payroll, sales, use, import, value-added, digital tax, net worth, property, and goods and services taxes), which in turn could materially affect our financial position and results of operations. Additionally, new, changed, modified, or newly interpreted or applied tax laws could increase our customers' and our compliance costs, operating and other costs, as well as the costs of our products. In recent years, many such changes have been made, and changes are likely to continue to occur in the future. As we expand the scale of our business activities, any changes in the U.S. and non-U.S. taxation of such activities may increase our effective tax rate and harm our business, financial condition, and results of operations.

In addition, we are also subject to tax audits in the U.S., Canada, Mexico, and other jurisdictions in which we do business, including, but not limited to, various states and Canadian provinces. These audits can be complicated and can require several years to resolve. The final resolution of any such tax audit could result in an increase in our income tax and other tax liabilities. Although we believe that our current tax provisions are reasonable and appropriate, there can be no assurance that these items will be settled for the amounts accrued, that additional tax exposures will not be identified in the future or that additional tax reserves will not be necessary for any such exposures. Any increase in the amount of taxes we owe, including any fines or penalties, as a result of challenges to our tax filing positions could result in a material adverse effect on our business, results of operations and financial condition. Refer to Note 10, "Commitments and Contingencies", of our Consolidated Financial Statements for further discussion, including regarding the tax assessment matter in Mexico.

We are controlled by our principal shareholders, and our other shareholders may be unable to affect the outcome of shareholder voting.

As of October 20, 2026, to the Company's knowledge, the members of the Croatti family and other family members owned, directly or indirectly, in the aggregate approximately 3,501,265 shares of our Class B Common Stock, which represents approximately 19.4% of the aggregate number of outstanding shares of our Common Stock and Class B Common Stock, but approximately 70.6% of the combined voting power of the outstanding shares of our Common Stock and Class B Common Stock. To the Company's knowledge, the members of the Croatti family and other family members owned, directly or indirectly, a number of shares of Common Stock. As a result, the members of the Croatti family, acting with other family members, could effectively control most matters requiring approval by our shareholders, including the election of a majority of the directors. While historically the members of the Croatti family have individually voted their respective shares of Class B Common Stock in the same manner, there is no contractual understanding requiring this and there is no assurance that the family members will continue to individually vote their shares of Class B Common Stock in the same manner. This voting control by the members of the Croatti family, together with certain provisions of our by-laws and articles of organization, could have the effect of delaying, deferring or preventing a change in control of our Company that would otherwise be beneficial to our public shareholders.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Cybersecurity Risk Management and Strategy

Our cybersecurity risk management strategy is designed to detect, evaluate, and manage risks from cybersecurity threats and incidents. Our program is intended to identify cybersecurity risks facing our organization and inform our risk-based approach to cybersecurity preparedness and incident response procedures.

Our cybersecurity risk management program is supported by our third-party vendors and service providers, and includes, but is not limited to, periodic penetration testing and endpoint detection, and automated tools to monitor our network and systems to detect vulnerabilities or unusual activity that could lead to unauthorized access to our systems or data. We conduct assessments, as appropriate, of critical third-party service providers, which generally include a cybersecurity questionnaire and a review of security assessments and certifications. We also provide cybersecurity awareness training to employees with access to our network.

We also have a policy for responding to and mitigating cybersecurity incidents. Our Chief Information & Technology Officer ("CITO") oversees our incident response procedures, which are reviewed and updated periodically.

We have not identified cybersecurity incidents or threats that have materially affected us or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial condition. However, like other companies in our industry, we and our third-party vendors have from time to time experienced threats that could affect our information or systems. For more information, please see the risk factor titled *"If our information technology systems suffer interruptions or failures, including as a result of cyber-attacks, our business operations could be disrupted or other material adverse impacts on our business could result."*

Cybersecurity Governance

Our CITO, who reports to our Chief Executive Officer, is responsible for leading our information security team and overseeing the Company's cybersecurity risk management efforts. Our CITO has significant experience as a chief technology officer. Our Chief Information Security Officer supports the program and incident response and reports to the CITO.

Our cybersecurity risk management program is overseen by our Board of Directors. Members of the Board of Directors and the Audit Committee will periodically meet with our CITO to discuss material cybersecurity risks facing our organization and significant changes or updates to our cybersecurity processes. The full Board of Directors receives a cybersecurity risk management update from management generally on a quarterly basis.

ITEM 2. PROPERTIES

As of August 29, 2026, we owned or leased 282 facilities containing an aggregate of approximately 8.4 million square feet located in the U.S., Canada, Mexico, Europe and Nicaragua. We owned 149 of these facilities, containing approximately 6.7 million square feet. These facilities include our 444,000 square foot Owensboro, Kentucky distribution center and almost all of our industrial laundry processing plants. We believe our industrial laundry facilities are among the most modern in the industry.

We own substantially all of the machinery and equipment used in our operations. We believe that our facilities and our production, cleaning and decontamination equipment have been well maintained and are adequate for our present needs. We also own a fleet of approximately 4,769 delivery vans, trucks and other vehicles.

ITEM 3. LEGAL PROCEEDINGS

We are involved with environmental investigation, monitoring and remediation activities at certain sites. In addition, from time to time, we are subject to legal proceedings and claims arising from the current conduct of our business operations,

including personal injury, customer contract, employment claims such as claims alleging violations of, and damages under, the FLSA and environmental and tax matters as described in our Consolidated Financial Statements. We maintain insurance coverage providing indemnification against many of such claims, and we do not expect, although there can be no assurance, that we will sustain any material loss as a result thereof.

In addition, we, like our competitors, are subject to various federal, state and local laws and regulations governing, among other things, air emissions, wastewater discharges, and the generation, handling, storage, transportation, treatment and disposal of hazardous wastes and other substances. In particular, industrial laundries currently use and must properly dispose of detergent wastewater and other residues, and, in the past, have used perchloroethylene and other dry cleaning solvents. We have settled, or contributed to the settlement of, past actions or claims brought against us relating to the disposal of hazardous materials at several sites and there can be no assurance that we will not have to expend material amounts to remediate the consequences of any such disposal in the future. Further, under environmental laws, an owner or lessee of real estate may be liable for the costs of removal or remediation of certain hazardous or toxic substances located on or in or emanating from such property, as well as related costs of investigation and property damage. Such laws often impose liability without regard to whether the owner or lessee knew of, or was responsible for, the presence of such hazardous or toxic substances. There can be no assurance that our acquired or leased locations have been operated in compliance with environmental laws and regulations or that future uses or conditions will not result in the imposition of liability upon us under such laws or expose us to third-party actions such as tort suits. Refer to Note 10, "Commitments and Contingencies", of our Consolidated Financial Statements for further discussion.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Common Stock Information

Our Common Stock trades on the NYSE under the symbol "UNF", while our Class B Common Stock is not publicly traded. On July 13, 2026, our Board of Directors declared a quarterly cash dividend of $0.365 per share of Common Stock and $0.292 per share of Class B Common Stock. Both dividends were paid on September 25, 2026 to shareholders of record as of September 4, 2026. The amount and timing of any future dividend payment is subject to the approval of the Board of Directors each quarter.

The approximate number of shareholders of record of our Common Stock and Class B Common Stock as of October 20, 2026 was 47 and 42, respectively. We believe that the number of beneficial owners of our Common Stock is substantially greater than the number of record holders because a large portion of our Common Stock is held of record in broker "street names".

Issuer Purchases of Equity Securities

The following table provides information regarding our purchases of equity securities for the periods set forth therein:

Period	(a) Total Number of Shares Purchased (1)	(b) Average Price Paid per Share (1)	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Program (1)	(d) Maximum Number (or Approximate Dollar Value) of Shares that May Yet be Purchased Under the Plans or Program (1)
May 31, 2026 - June 27, 2026	—	$ —	—	$ 8,896,493
June 28, 2026 - July 25, 2026	—	$ —	—	$ 8,896,493
July 26, 2026 - August 29, 2026	—	$ —	—	$ 8,896,493
Total	—		—	

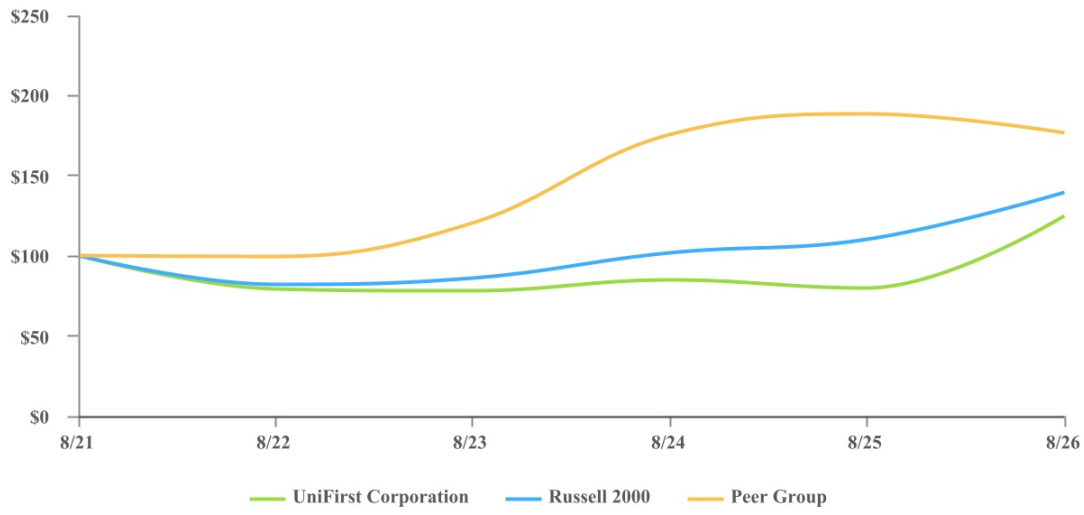
(1) On April 8, 2025, our Board of Directors authorized a new share repurchase program to repurchase up to $100.0 million of our outstanding shares of Common Stock, inclusive of the amount which remained available under the existing share repurchase program approved in 2023. Repurchases made from time to time under the new program, if any, will be made in either the open market or in privately negotiated transactions. The timing, manner, price and amount of any repurchase will depend on a variety of factors, including economic and market conditions, the Company stock price, corporate liquidity requirements and priorities, applicable legal requirements and other factors. The share repurchase program has been funded to date using our available cash and may be suspended or discontinued at any time.

Stock Performance Graph

The graph below compares the cumulative five-year total return on UniFirst Corporation's Common Stock with the cumulative total returns of the Russell 2000 Index and a customized peer group of three companies that includes Aramark, Cintas Corporation and Rollins, Inc. The graph assumes that the value of the investment in UniFirst Corporation's Common Stock, in each index and in the peer group (including reinvestment of dividends) was $100 on August 31, 2021, and tracks it through August 31, 2026.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN

Among UniFirst Corporation, the Russell 2000 Index, and a Peer Group



*$100 invested on 8/31/21 in stock or index, including reinvestment of dividends.
Measurement dates are as of August 31 of each year.

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	8/21	8/22	8/23	8/24	8/25	8/26
UniFirst Corporation	**$ 100.00**	**$ 79.17**	**$ 77.87**	**$ 84.52**	**$ 79.80**	**$ 124.97**
Russell 2000	**$ 100.00**	**$ 82.12**	**$ 85.94**	**$ 101.81**	**$ 110.12**	**$ 139.26**
Peer Group	**$ 100.00**	**$ 99.48**	**$ 120.27**	**$ 175.38**	**$ 188.11**	**$ 176.59**

The stock price performance included in this graph is not necessarily indicative of future stock price performance.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business Overview

We are one of the leading providers of workplace uniforms and protective clothing in North America. We design, manufacture, personalize, rent, clean, deliver, and sell a wide range of uniforms and protective clothing, including shirts, pants, jackets, coveralls, lab coats, smocks, aprons and specialized protective wear, such as flame resistant and high visibility garments. We also rent and sell industrial wiping and cleaning products, floor mats, facility service products and other non-garment items, and provide restroom and cleaning supplies and first aid cabinet services and other safety supplies as well as provide certain safety training, to a variety of manufacturers, retailers and service companies. We serve businesses of all sizes across multiple industries and sectors. We provide our products and services to over 300,000 customer locations in the U.S., Canada and Europe.

U.S. GAAP establishes standards for reporting information regarding operating segments in annual financial statements and requires selected information of those segments to be presented in interim financial reports issued to shareholders. Operating segments are identified as components of an enterprise for which separate discrete financial information is available for evaluation by the chief operating decision-maker, or decision-making group, in making decisions on how to allocate resources and assess performance. Our chief operating decision-maker is our Chief Executive Officer.

We report our operations through three reportable operating segments, based on the information reviewed by our Chief Executive Officer: Uniform & Facility Service Solutions, First Aid & Safety Solutions and Other. All financial information presented in this Annual Report on Form 10-K has been recast to reflect this segment structure for all periods presented. Refer to Item 1, "Business" and Note 14, "Segment Reporting" to our Consolidated Financial Statements for our disclosure of segment information.

The Uniform & Facility Service Solutions reporting segment designs, manufactures, purchases, rents, cleans, delivers and sells uniforms and protective clothing and non-garment items in the U.S. and Canada. Certain operations of the Uniform & Facility Service Solutions reporting segment are referred to by the Company as "industrial laundry operations," and we refer to the locations related to this reporting segment as our "industrial laundries." Additionally, the Uniform & Facility Service Solutions segment consists of our distribution center, sales and marketing, information systems, engineering, materials management, manufacturing planning, finance, budgeting, human resources, other general and administrative costs and interest expense. The segment, through our cleanroom operations, also purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for cleanroom applications and provides cleanroom cleaning at limited customer locations.

The First Aid & Safety Solutions reporting segment sells first aid cabinet services and other safety supplies, provides certain safety training and maintains wholesale distribution and pill packaging operations for non-prescription medicines.

The Other reporting segment consists of our nuclear garment decontamination business. The segment purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for nuclear applications.

Approximately 91.0% of our revenues in fiscal 2026 were derived from our Uniform & Facility Service Solutions segment. A key driver of this business is the number of workers employed by our customers. Our revenues are directly impacted by fluctuations in these employment levels. First Aid & Safety Solutions represented approximately 5.0% of our total revenues in fiscal 2026. Revenues from our Other segment, which accounted for approximately 4.0% of our fiscal 2026 revenues, increases during outages and refueling by nuclear power plants, as garment usage increases at these times.

Merger Agreement

On March 10, 2026, we entered into the Merger Agreement with Cintas, Merger Sub Inc., and Merger Sub LLC.

Pursuant to the terms and conditions of the Merger Agreement, at the effective time of the merger of the Company with and into Merger Sub Inc., each share of our Common Stock issued and outstanding immediately prior to the effective time of this merger (other than shares of our Common Stock held in our treasury or held directly by a subsidiary of the Company, Cintas, Merger Sub Inc. or Merger Sub LLC) will convert into the right to receive: $155.00 in cash and 0.7720 shares of fully paid and nonassessable Cintas common stock. No fractional shares of Cintas common stock will be issued in this merger, and holders of our Common Stock will receive cash in lieu of any fractional shares of Cintas common stock.

For more information, refer to our Current Reports on Form 8-K filed with the SEC on March 11, 2026 and June 12, 2026 and Note 1, "Summary of Significant Accounting Policies."

Critical Accounting Policies and Estimates

We believe the following critical accounting policies reflect our more significant judgments and estimates used in the preparation of our Consolidated Financial Statements.

Use of Estimates

We prepare our financial statements in conformity with U.S. GAAP, which requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. We utilize key estimates in preparing the financial statements, including casualty and environmental estimates, valuation of intangible assets acquired in connection with a business combination, recoverability of goodwill, intangibles, income taxes and long-lived assets. These estimates are based on historical information, current trends, and information available from other sources. Our results are affected by economic, political, legislative, regulatory and legal actions. Economic conditions, such as recessionary trends, inflation, interest and monetary exchange rates, government fiscal policies, and changes in the prices of raw materials, can have a significant effect on operations. These factors and other events could cause actual results to differ from management's estimates.

Revenue Recognition and Allowance for Doubtful Accounts

We recognize revenue from rental operations and related services in the period in which the services are provided. Direct sale revenue is recognized in the period in which the services are performed or when the product is shipped. Our judgment and estimates are used in determining the collectability of accounts receivable and evaluating the adequacy of the allowance for doubtful accounts as well as our sales credits reserve. We consider specific accounts receivable and historical bad debt experience, customer credit worthiness, current economic trends and the age of outstanding balances as part of our evaluation in assessing the allowance for doubtful accounts. We consider our historical credit experience in assessing the sales credits reserve. Changes in our estimates are reflected in the period they become known. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. Material changes in our estimates may result in significant differences in the amount and timing of bad debt expense recognition for any given period. Our revenues do not include taxes we collect from our customers and remit to governmental authorities.

Inventories and Rental Merchandise in Service

Our inventories are stated at the lower of cost or net realizable value, net of any reserve for excess and obsolete inventory. Work-in-process and finished goods inventories consist of materials, labor and manufacturing overhead. Judgments and estimates are used in determining the likelihood that new goods on hand can be sold to our customers or used in our rental operations. We monitor canceled or terminated contracts (and reductions in customer orders) as part of our ongoing assessment of realizability. If such cancellations or reductions indicate that inventory held for those contracts may not be sold or used, additional reserves or write-downs are recorded. Historical inventory usage and current revenue trends are considered in estimating both excess and obsolete inventories. If actual product demand and market conditions are less favorable than those projected by management, additional inventory write-downs may be required. We use the first-in, first-out ("FIFO") method to value our inventories, which primarily consist of finished goods. Rental merchandise in service is being amortized on a straight-line basis over the estimated service lives of the merchandise, which range from six to thirty-six months. In establishing estimated lives for merchandise in service, our management considers historical experience and the intended use of the merchandise. Material differences may result in the amount and timing of operating profit for any period if we make significant changes to our estimates.

Goodwill, Intangibles and Other Long-Lived Assets

In accordance with U.S. GAAP, we do not amortize goodwill. Instead, we test goodwill at the reporting unit level for impairment on an annual basis and between annual tests if events and circumstances indicate it is more likely than not that the fair value of a reporting unit is less than its carrying value. Our evaluation considers changes in the operating environment, competitive information, market trends, operating performance and cash flow modeling.

We completed our annual goodwill impairment test as of the first day of the fourth quarter in fiscal 2026, fiscal 2025 and fiscal 2024. For fiscal 2026, we performed a qualitative assessment and concluded that it was not more likely than not that the fair value of our reporting units was less than their respective carrying values. For fiscal 2025 and fiscal 2024, we performed a quantitative assessment and determined that the fair value of each of our reporting units exceeded its respective carrying value. There have been no impairments of goodwill or other intangible assets in fiscal 2026, 2025 or 2024.

We cannot predict future economic conditions and their impact on us or the future net realizable value of our stock. A decline in our market capitalization and/or deterioration in general economic conditions could negatively and materially impact our assumptions and assessment of the fair value of our business. If general economic conditions or our financial performance deteriorate, we may be required to record a goodwill impairment charge in the future which could have a material impact on our financial condition and results of operations.

Property, plant and equipment, and definite-lived intangible assets are depreciated or amortized over their useful lives. Useful lives are based on our estimates of the period that the assets will generate economic benefits. Long-lived assets are evaluated for impairment whenever events or circumstances indicate an asset may be impaired. There were no material impairments of long-lived assets in fiscal 2026, 2025 or 2024.

Insurance

We self-insure for certain obligations related to health and dental, workers' compensation, vehicles and general liability programs. We also purchase stop-loss insurance policies for workers' compensation, vehicles and general liability programs to protect ourselves from catastrophic losses. Judgments and estimates are used in determining the potential value associated with reported claims and for events that have occurred but have not been reported. Our estimates consider historical claim experience and other factors. Our liabilities are based on our estimates, and, while we believe that our accruals are adequate, the ultimate liability may be significantly different from the amounts recorded. In certain cases where partial insurance coverage exists, we must estimate the portion of the liability that will be covered by existing insurance policies to arrive at our net expected liability. Receivables for insurance recoveries are recorded as assets, on an undiscounted basis. Changes in our claim experience, our ability to settle claims or other estimates and judgments we use could have a material impact on the amount and timing of expense for any given period.

Environmental and Other Contingencies

We are subject to legal proceedings and claims arising from the conduct of our business operations, including environmental matters, personal injury, customer contract matters and employment claims. U.S. GAAP requires that a liability for contingencies be recorded when it is probable that a liability has been incurred, and the amount of the liability can be reasonably estimated. Significant judgment is required to determine the existence of a liability, as well as the amount to be recorded. We regularly consult with our attorneys and outside consultants, in our consideration of the relevant facts and circumstances, before recording a contingent liability. We record accruals for environmental and other contingencies based on enacted laws, regulatory orders or decrees, our estimates of costs, insurance proceeds, participation by other parties, the timing of payments, and the input of our attorneys and outside consultants.

The estimated liability for environmental contingencies has been discounted as of August 29, 2026 using a risk-free interest rate of approximately 5.22% over expected payment periods ranging from twenty to thirty years. The estimated current costs, net of legal settlements with insurance carriers, have been adjusted for the estimated impact of inflation at 3% per year. Changes in the factors described above, including risk-free interest rates, or other factual circumstances could have a material impact on the amounts recorded for our environmental and other contingent liabilities. Refer to Note 10, "Commitments and Contingencies", of our Consolidated Financial Statements for additional discussion and analysis.

Income Taxes

We compute income tax expense by jurisdiction based on our operations in each jurisdiction. Deferred income taxes are provided for temporary differences between the amounts recognized for income tax and financial reporting purposes at currently enacted tax rates. Deferred tax assets and liabilities are determined by the differences between the consolidated financial statement carrying amounts and the tax basis of assets and liabilities. Refer to Note 4, "Income Taxes" of our Consolidated Financial Statements for the types of items that give rise to significant deferred income tax assets and liabilities. Deferred income taxes are classified as assets or liabilities based on the classification of the related asset or liability for financial reporting purposes. We regularly review deferred tax assets for recoverability based upon projected

future taxable income and the expected timing of the reversals of existing temporary differences. Although realization is not assured, management believes it is more likely than not that the recorded deferred tax assets will be realized.

We are periodically reviewed by U.S. domestic and foreign tax authorities regarding the amount of taxes due. These reviews typically include inquiries regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. In evaluating the exposure associated with various filing positions, we record estimated reserves. Refer to Note 4, "Income Taxes", of our Consolidated Financial Statements for further discussion regarding our accounting for income taxes and our uncertain tax positions for financial accounting purposes.

Fiscal Year

Our fiscal year ends on the last Saturday in August. For financial reporting purposes, fiscal 2026 and 2025 each consisted of 52 weeks.

Factors Affecting our Business

In general, we believe that our results of operations are not dependent on reasonable changes in the inflation rate. Historically, we have been able to manage the impacts of more significant changes in inflation rates through our customer relationships, customer agreements that generally provide for price increases and continued focus on improvements in operational productivity. However, the inflationary environment in recent years had a negative impact on our margins, including increased energy costs for our vehicles and our plants, and increased wages in the labor markets in which we compete. While inflation has moderated recently, a period of sustained inflation could pressure our margins in future periods. Adverse economic conditions resulting from inflationary pressures, U.S. Federal Reserve actions, including elevated interest rates and/or increases in interest rates, geopolitical issues, U.S. and foreign tariffs or other impositions on imported goods or other causes are difficult to predict and may have a material adverse impact on our business, results of operations and financial condition.

Please see Part I, Item 1A. "Risk Factors" in this Annual Report on Form 10-K for an additional discussion of risks and potential risks of inflation, elevated interest rates and/or increases in interest rates, geopolitical issues, U.S. and foreign tariffs or other impositions on imported goods and adverse economic conditions on our business, financial condition and results of operations.

Results of Operations

The following discussion should be read in conjunction with the accompanying consolidated financial statements and related notes. The discussion below highlights the significant factors affecting our results of operations for the fiscal 2026 compared to the corresponding prior year periods. For discussion of fiscal 2025 results compared to fiscal 2024 results, see the Part II, Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations" within our Annual Report on Form 10-K for the fiscal year ended August 30, 2025, filed with the SEC on October 29, 2025.

General

We derive our revenues from the services described under "Business Overview" above.

Cost of revenues include the amortization of rental merchandise in service and merchandise costs related to direct sales as well as labor and other production, service and delivery costs, and distribution costs associated with operating our Uniform & Facility Service Solutions operations, Other segment facilities, and First Aid & Safety Solutions locations. Selling and administrative costs include costs related to our sales and marketing functions as well as general and administrative costs associated with our corporate offices, non-operating environmental sites and operating locations including information systems, engineering, materials management, manufacturing planning, finance, budgeting, and human resources.

A portion of our sales is derived from international markets, including Canada. Revenues denominated in currencies other than the U.S. dollar represented approximately 7.4% and 7.0% of total consolidated revenues for fiscal 2026 and 2025, respectively. The operating results of our international subsidiaries are translated into U.S. dollars and such results are affected by movements in foreign currencies relative to the U.S. dollar. In addition, a weaker Canadian dollar increases the costs to our Canadian operations of merchandise and other operational inputs that are sourced from outside Canada, which has the effect of reducing the operating margins of our Canadian business if we are unable to recover these additional costs through price adjustments with our Canadian customers. In fiscal 2026 and 2025, foreign currency fluctuations impacted

our consolidated revenues positively by 0.1% and negatively by 0.1%, respectively. These impacts were primarily driven by fluctuations in the Canadian dollar. Our operating results in future years could be negatively impacted by any further devaluation, as compared to the U.S. dollar, of the Canadian dollar or any of the currencies of the other countries in which we operate.

In fiscal 2022, we initiated a multi-year ERP project focused on modernizing our enterprise systems. Early phases focused on master data management and finance capabilities, with subsequent phases focused on supply chain and procurement automation and technology. We believe this initiative will become the foundation of our systems technology footprint and will integrate and complement the capabilities of our other core systems. We expect the ERP system, along with its enhanced supply chain and procurement capabilities, to reduce operating costs and contribute to lower customer churn. Such benefits are expected to be delivered through enhanced inventory utilization and vendor management, improved response times to customer orders and more efficient back-end processes. As of fiscal 2026, we capitalized $65.8 million related to our ERP project. We refer to our ERP project as our "Key Initiative".

We have incurred costs associated with the proposed merger with Cintas, consisting primarily of legal, advisory and other professional service fees ("Transaction-related Costs"), which have been included within selling and administrative expenses in the Consolidated Statements of Income. During fiscal 2026, we recognized $37.2 million of Transaction-related Costs.

Fiscal Year Ended August 29, 2026 Compared with Fiscal Year Ended August 30, 2025

Revenues

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Uniform & Facility Service Solutions	$ 2,295,801	$ 2,218,562	$ 77,239	3.5 %
First Aid & Safety Solutions	127,023	114,586	12,437	10.9 %
Other	100,406	99,204	1,202	1.2 %
Total consolidated revenues	$ 2,523,230	$ 2,432,352	$ 90,878	3.7 %

The increase in consolidated revenues of 3.7% during fiscal 2026 compared to the prior fiscal year was due primarily to the growth in our Uniform & Facility Service Solutions segment of 3.5%.

The increase in revenues in our Uniform & Facility Service Solutions segment was primarily due to organic growth of 3.4%, which benefited from solid new account sales and improved customer retention in 2026. The effect of the Canadian dollar exchange rate was nominal on our revenues.

First Aid & Safety Solutions revenues for fiscal 2026 increased 10.9% compared to the prior fiscal year due primarily to double-digit growth on our van business.

Other segment revenues for fiscal 2026 increased 1.2% compared to the prior fiscal year due primarily to growth in our European operations. This growth was partially offset by the wind-down of a large refurbishment project and a lower number of reactor outages due to the cyclical nature of the nuclear industry. Results for the Other segment are often influenced by seasonality, the timing and duration of customer outages, and project-based activities.

Cost of revenues

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Cost of revenues	$ 1,600,281	$ 1,542,400	$ 57,881	3.8 %
% of Revenues	63.4 %	63.4 %		

The increase in consolidated cost of revenues of 3.8% during fiscal 2026 compared to the prior fiscal year was primarily attributable to investments in service staffing to drive continued improvement in customer retention, as well as higher production and healthcare claims expenses. These increases were partially offset by lower merchandise costs as a percentage of revenues compared to fiscal 2025.

Selling and administrative expenses

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Selling and administrative expenses	$ 644,913	$ 565,099	$ 79,814	14.1 %
% of Revenues	25.6 %	23.2 %		

The increase in selling and administrative costs of 14.1% during fiscal 2026 compared to the prior fiscal year was due primarily to approximately $37.2 million of Transaction-related Costs and $2.0 million of shareholder engagement and proxy-related costs incurred in connection with our 2026 Annual Meeting of Shareholders. The increase was further driven by higher selling payroll, healthcare claims expenses and investments to accelerate growth and support our digital transformation. Selling and administrative expenses in the current year were also impacted by increased costs associated with our Key Initiative, which totaled $13.3 million during fiscal 2026 compared to $6.8 million in the prior fiscal year.

Depreciation and amortization

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Depreciation and amortization	$ 141,992	$ 140,355	$ 1,637	1.2 %
% of Revenues	5.6 %	5.8 %		

Depreciation and amortization expense in fiscal 2026 increased 1.2% as compared to the prior fiscal year. Depreciation increased approximately $2.5 million, primarily reflecting continued investment in systems, technology capabilities, and infrastructure to support future growth. Amortization decreased approximately $0.9 million, due primarily to lower amortization related to the acquisition of Clean Uniform in fiscal 2023.

Operating Income

For fiscal 2026, changes in our revenues and costs as discussed above resulted in the following changes in our operating income and margin:

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Uniform & Facility Service Solutions	$ 126,340	$ 168,502	$ (42,162)	(25.0)%
First Aid & Safety Solutions	(4,589)	853	(5,442)	(638.0)%
Other	14,293	15,143	(850)	(5.6)%
Operating income	$ 136,044	$ 184,498	$ (48,454)	(26.3)%
Operating income margin	5.4 %	7.6 %		

Other income, net

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Interest income, net	$ (7,234)	$ (9,770)	$ 2,536	(26.0)%
Other expense (income), net	1,205	(1,107)	2,312	(208.9)%
Total other income, net	$ (6,029)	$ (10,877)	$ 4,848	(44.6)%

Total other income, net decreased in fiscal 2026 as compared to the prior fiscal year, primarily due to $2.8 million in proceeds from the sale of a property during fiscal 2025. Lower cash reserves and lower interest rates, which reduced interest income, also contributed to the decrease.

Provision for income taxes

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Provision for income taxes	$ 32,583	$ 47,104	$ (14,521)	(30.8)%
Effective income tax rate	22.9 %	24.1 %		

The decrease in the effective tax rate for fiscal 2026 compared to the prior fiscal year was primarily due to higher federal income tax credits recognized in fiscal 2026.

Liquidity and Capital Resources

General

Cash and cash equivalents totaled $192.1 million as of August 29, 2026, a decrease of $17.1 million from $209.2 million as of August 30, 2025. The decrease in cash and cash equivalents and short-term investments was largely driven by our continued investment in our business with capital expenditures totaling $134.5 million, $32.7 million of share repurchases, $25.2 million of dividend payments and $24.6 million paid for acquisitions. These decreases were partially offset by $205.3 million of cash provided from operating activities during fiscal 2026.

On April 8, 2025, our Board of Directors authorized a new share repurchase program to repurchase up to $100.0 million of our outstanding shares of Common Stock, inclusive of the amount which remained available under the existing share repurchase program approved in 2023.

Pursuant to the share repurchase program, we repurchased 194,100 shares of our Common Stock for an aggregate of approximately $31.7 million during fiscal 2026. As of August 29, 2026, we had $8.9 million remaining to repurchase shares under the share repurchase program.

We believe, although there can be no assurance, that our current cash and cash equivalents, our cash generated from future operations and amounts available under our Credit Agreement (as defined below) will be sufficient to meet our current anticipated working capital and capital expenditure requirements for at least the next 12 months and will enable us to manage the impacts of inflation and address related liquidity needs.

Cash flows provided by operating activities have historically been the primary source of our liquidity. We generally use these cash flows to fund most, if not all, of our operations, capital expenditure and acquisition activities as well as dividends on our Common Stock and stock repurchases. We may also use cash flows provided by operating activities, as well as proceeds from long-term debt, to fund growth and acquisition opportunities, as well as other cash requirements.

Sources and uses of cash flows for fiscal 2026 and 2025, respectively, are summarized as follows:

(In thousands, except percentages)	Fiscal 2026	Fiscal 2025	Dollar Change	Percent Change
Net cash provided by operating activities	$ 205,285	$ 296,872	$ (91,587)	(30.9)%
Net cash used in investing activities	(152,537)	(155,047)	2,510	(1.6)%
Net cash used in financing activities	(64,730)	(101,153)	36,423	(36.0)%
Effect of exchange rate changes	602	1,258	(656)	(52.1)%
Net (decrease) increase in cash and cash equivalents	$ (11,380)	$ 41,930	$ (53,310)	(127.1)%

Net Cash Provided by Operating Activities

Net cash provided by operating activities in fiscal 2026 decreased by $91.6 million as compared to fiscal 2025, due primarily to a $38.8 million decrease in net income, a $26.8 million increase in cash used for rental merchandise in service, a $15.2 million increase in change in for prepaid and accrued income taxes, a $14.8 million increase in change in accounts receivable, and a $12.8 million increase in cash used for inventories. Additionally, the decrease in net income included approximately $37.2 million of Transaction-related Costs incurred during fiscal 2026 associated with the proposed merger

with Cintas. These decreases in cash provided were partially offset by an $8.8 million decrease in cash used for prepaid expenses and other assets.

The increase in cash used for rental merchandise in service was driven primarily by the installation of garments for several large customers during fiscal 2026. The increase in cash used for inventories was driven primarily by the timing of shipments. The increase in change in accounts receivable was driven primarily by higher sales volumes and an increase in aged receivables within our First Aid & Safety Solutions segment. The increase in change in prepaid and accrued income taxes was due primarily to lower cash tax payments, driven by favorable temporary differences and reduced federal and state tax obligations under the One Big Beautiful Bill Act.

Net Cash Used in Investing Activities

Net cash used in investing activities in fiscal 2026 decreased by $2.5 million as compared to fiscal 2025, due primarily to reduced capital expenditures of $19.8 million. This decrease in net cash used was partially offset by a $12.7 million increase in cash paid for acquisitions, which included the settlement of $1.0 million in acquisition-related holdbacks related to recent acquisitions, a $2.5 million decrease in proceeds from the sale of assets, and a $2.2 million decrease in net proceeds from certificate of deposits.

Net Cash Used in Financing Activities

Net cash used in financing activities in fiscal 2026 decreased by $36.4 million as compared to fiscal 2025, due primarily to a $38.2 million decrease in Common Stock repurchases and the non-recurrence of $1.2 million in deferred financing costs paid in fiscal 2025. These decreases were partially offset by $1.7 million in acquisition-related holdbacks settled more than three months after the acquisition date, a $0.7 million increase in taxes withheld and paid related to net-share settlement of equity awards, and a $0.5 million increase in dividend payments.

Long-term Debt and Borrowing Capacity

On August 12, 2025, we entered into an amended and restated $300.0 million unsecured revolving credit agreement (the "Credit Agreement") with a syndicate of banks, which matures on August 12, 2030. Under the Credit Agreement, we are able to borrow funds at variable interest rates based on, at our election, the Secured Overnight Financing Rate ("SOFR") or a base rate, plus in each case a spread based on our consolidated funded debt ratio. Provided there is no default or event of default under the Credit Agreement and we are in compliance with our financial covenants on a pro forma basis, we may request an increase in the aggregate commitments under the Credit Agreement (in the form of revolving or term tranches) of up to an additional $100.0 million, for a total aggregate commitment of up to $400.0 million.

Availability of credit requires compliance with certain financial and other covenants, including a maximum consolidated funded debt ratio and minimum consolidated interest coverage ratio as defined in the Credit Agreement. We evaluate our compliance with these financial covenants on a fiscal quarterly basis. As of August 29, 2026, the interest rates applicable to the Company's borrowings under the Credit Agreement would be calculated as SOFR plus 1.00% at the time of the respective borrowing.

As of August 29, 2026, we had no outstanding borrowings and had outstanding letters of credit amounting to $101.3 million, leaving $198.7 million available for borrowing under the Credit Agreement.

As of August 29, 2026, we were in compliance with all covenants under the Credit Agreement.

Environmental and Legal Contingencies

We are involved with environmental investigation, monitoring and remediation activities at certain sites. In addition, from time to time, we are also subject to legal and regulatory proceedings and claims arising from the conduct of our business operations, including but not limited to, personal injury, customer contract, employment claims and environmental and tax matters as described. We maintain insurance coverage providing indemnification against many of such claims, and we do not expect, although there can be no assurance, that we will sustain any material loss as a result thereof. Refer to Note 10, "Commitments and Contingencies," to the Consolidated Financial Statements, as well as Part II, Item 1A. "Risk Factors" in this Annual Report on Form 10-K.

In addition, in the fourth quarter of fiscal 2022, the Mexican federal tax authority issued a tax assessment on our subsidiary in Mexico for import taxes from the fiscal year ended August 27, 2016, value added taxes and customs processing fees of over $17.0 million, plus surcharges, fines and penalties of $67.7 million, for a total assessment of $84.7 million. We challenged the validity of the tax assessment through administrative and judicial proceedings. In the first quarter of fiscal 2025, the Federal Tax Court in Mexico issued a ruling partially in our favor. Following subsequent judicial proceedings, the judgment became final and binding in fiscal 2026, requiring the Mexican federal tax authority to issue a revised assessment. Consequently, the tax authority issued a new assessment of approximately $4.16 million, which we subsequently challenged through a complaint alleging defective and/or excessive compliance with the judgment. These proceedings remain pending. Based on the information currently available, we determined that a loss of approximately $2.0 million is probable and recorded an accrual for such estimated liability in our Consolidated Financial Statements for the fourth quarter of fiscal 2026. We are unable to ascertain the ultimate outcome of the remaining disputed amount and believe that any additional loss beyond the recorded accrual is neither probable nor remote; accordingly, we are unable to reasonably estimate the amount or range of any such additional loss.

While it is impossible for us to ascertain the ultimate legal and financial liability with respect to contingent liabilities, including lawsuits and environmental contingencies, we believe that the aggregate amount of such liabilities, if any, in excess of amounts covered by insurance have been properly accrued in accordance with accounting principles under U.S. GAAP. It is possible, however, that the future financial position and/or results of operations for any particular future period could be materially affected by changes in our assumptions or strategies related to these contingencies or changes out of our control.

Acquisitions

As part of our business, we regularly evaluate opportunities to acquire other garment service companies. In recent years, we have typically paid for acquisitions with cash and may continue to do so in the future. To pay for an acquisition, we may use cash on hand, cash generated from operations or borrowings under our Credit Agreement, or we may pursue other forms of debt financing. Our ability to secure short-term and long-term debt financing in the future will depend on several factors, including our future profitability, our levels of debt and equity, and the overall credit and equity market environments.

Contractual Obligations and Other Commercial Commitments

The following information is presented as of August 29, 2026 (in thousands):

	Payments Due by Fiscal Period				
Contractual Obligations	**Total**	**Less than 1 year**	**1 – 3 years**	**3 – 5 years**	**More than 5 years**
Retirement plan benefit payments	$ 24,431	$ 4,301	$ 3,411	$ 3,183	$ 13,536
Asset retirement obligations	19,492	—	—	—	19,492
Operating leases	97,428	22,419	35,799	22,096	17,114
Purchase commitments*	101,963	73,888	25,813	2,262	—
Total contractual cash obligations	$ 243,314	$ 100,608	$ 65,023	$ 27,541	$ 50,142

*Includes non-cancellable purchase commitments for inventories, software, and services.

As discussed above under "Long-Term Debt and Borrowing Capacity", as of August 29, 2026, we had total borrowing capacity of $300.0 million under our Credit Agreement. The Credit Agreement includes an accordion feature, which is described above, that permits us to request up to an additional $100.0 million in commitments (for aggregate commitments up to $400.0 million) subject to covenant compliance. As of August 29, 2026, we had no outstanding borrowings, $101.3 million of letters of credit outstanding and $198.7 million available for borrowing. We were in compliance with all covenants as of that date.

Energy Costs

Significant variability in energy costs, specifically with respect to natural gas, gasoline and electricity can materially affect our operating costs. During fiscal 2026, our energy costs, which include fuel, natural gas, and electricity, represented approximately 4.0% of our total revenue.

Recent Accounting Pronouncements

Refer to Note 1, "Summary of Significant Accounting Policies" to our Consolidated Financial Statements included in this Annual Report on Form 10-K for more information on recently implemented and issued accounting standards.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Exchange Risk

We have determined that all of our foreign subsidiaries operate primarily in local currencies that represent the functional currencies of such subsidiaries. All assets and liabilities of our foreign subsidiaries are translated into U.S. dollars using the exchange rate prevailing at the balance sheet date. The effects of exchange rate fluctuations on the translation of assets and liabilities are recorded as a component of shareholders' equity. Revenues and expenses are translated at the average exchange rates in effect during each month of the fiscal year.

As a result, our financial condition and operating results are affected by fluctuations in the value of the U.S. dollar relative to foreign currencies. Revenues denominated in currencies other than the U.S. dollar represented approximately 7.4%, 7.0% and 6.9% of our total consolidated revenues for fiscal 2026, 2025 and 2024, respectively. Total assets denominated in currencies other than the U.S. dollar represented approximately 7.2% and 7.0% of our total consolidated assets as of August 29, 2026 and August 30, 2025, respectively.

If exchange rates had increased or decreased by 10% from the actual rates in effect during fiscal 2026, our revenues and assets for the year ended and as of August 29, 2026 would have increased or decreased by approximately $18.6 million and $20.8 million, respectively.

From August 2021 through the fourth quarter of fiscal 2026, we maintained forward contracts to exchange CAD for U.S. dollars at fixed rates to manage exposure related to certain forecasted CAD-denominated sales of one of our subsidiaries. The hedged transactions were specified as the first amount of CAD denominated revenues invoiced by one of our domestic subsidiaries each fiscal quarter, beginning in the fiscal quarter of fiscal 2022 and continuing through the fourth quarter of fiscal 2026. In total, we sold approximately 14.1 million CAD at an average Canadian-dollar exchange rate of 0.7861 over these quarterly periods. We concluded that the forward contracts met the criteria to qualify as a cash flow hedge under U.S. GAAP. These contracts matured as of the end of fiscal 2026, and we currently do not have any outstanding derivative financial instruments.

We currently do not operate a hedging program to mitigate the effect of a significant change in the value of the functional currencies of our foreign subsidiaries, which include the Canadian dollar, euro, British pound, Mexican peso and Nicaraguan cordoba, as compared to the U.S. dollar. Any losses or gains resulting from unhedged foreign currency transactions, including exchange rate fluctuations on intercompany accounts are reported as transaction losses (gains) in our other expense, net. The intercompany payables and receivables are denominated in Canadian dollars, euros, British pounds, Mexican pesos and Nicaraguan cordobas. During fiscal 2026, transaction losses included in other expense, net, were $0.7 million. If exchange rates had changed by 10% during fiscal 2026, we would have recognized exchange gains or losses of approximately $0.6 million.

Interest Rate Sensitivity

We are exposed to market risk from changes in interest rates, which may adversely affect our financial position, results of operations and cash flows. In seeking to minimize the risks from interest rate fluctuations, we manage exposures through our operating and financing activities. We are exposed to interest rate risk primarily through borrowings under our Credit Agreement. During fiscal 2026, we had no outstanding borrowings under the Credit Agreement. Under the Credit Agreement, we borrow funds at variable interest rates based on, at our election, the SOFR rate or a base rate, plus in each case a spread based on our consolidated funded debt ratio. To the extent we have borrowings outstanding under the Credit Agreement, changes in interest rates result in changes in our interest expense.

Please see Item 1A. "Risk Factors" in this Annual Report on Form 10-K for an additional discussion of risks and potential risks on our business, financial performance and the market price of our Common Stock.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Consolidated Statements of Income

UniFirst Corporation and Subsidiaries

Year ended (In thousands, except per share data)	52 Weeks Ended August 29, 2026	52 Weeks Ended August 30, 2025	53 Weeks Ended August 31, 2024
Revenues	$ 2,523,230	$ 2,432,352	$ 2,427,431
Operating expenses:			
Cost of revenues [1]	1,600,281	1,542,400	1,579,835
Selling and administrative expenses [1]	644,913	565,099	522,586
Depreciation and amortization	141,992	140,355	141,432
Total operating expenses	2,387,186	2,247,854	2,243,853
Operating income	136,044	184,498	183,578
Other (income) expense:			
Interest income, net	(7,234)	(9,770)	(7,242)
Other expense (income), net	1,205	(1,107)	1,441
Total other income, net	(6,029)	(10,877)	(5,801)
Income before income taxes	142,073	195,375	189,379
Provision for income taxes	32,583	47,104	43,905
Net income	$ 109,490	$ 148,271	$ 145,474
Income per share—Basic:			
Common Stock	$ 6.30	$ 8.33	$ 8.11
Class B Common Stock	$ 5.04	$ 6.66	$ 6.49
Income per share—Diluted:			
Common Stock	$ 6.02	$ 7.98	$ 7.77
Income allocated to—Basic:			
Common Stock	$ 91,595	$ 124,551	$ 122,188
Class B Common Stock	$ 17,895	$ 23,720	$ 23,286
Income allocated to—Diluted:			
Common Stock	$ 109,490	$ 148,271	$ 145,474
Weighted average number of shares outstanding—Basic:			
Common Stock	14,545	14,961	15,073
Class B Common Stock	3,551	3,560	3,590
Weighted average number of shares outstanding—Diluted:			
Common Stock	18,196	18,581	18,724

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

The accompanying notes are an integral part of these Consolidated Financial Statements.

Consolidated Statements of Comprehensive Income

UniFirst Corporation and Subsidiaries

Year ended (In thousands)	52 Weeks Ended August 29, 2026	52 Weeks Ended August 30, 2025	53 Weeks Ended August 31, 2024
Net income	$ 109,490	$ 148,271	$ 145,474
Other comprehensive (loss) income:			
Foreign currency translation adjustments	(677)	10	538
Pension benefit liabilities, net of income taxes	733	1,877	(348)
Change in fair value of derivatives, net of income taxes	(60)	(28)	(73)
Other comprehensive (loss) income	(4)	1,859	117
Comprehensive income	$ 109,486	$ 150,130	$ 145,591

The accompanying notes are an integral part of these Consolidated Financial Statements.

Consolidated Balance Sheets

UniFirst Corporation and Subsidiaries

(In thousands, except share and par value data)	August 29, 2026	August 30, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 192,121	$ 203,501
Short-term investments	—	5,672
Receivables, less reserves of $6,940 and $6,802	306,998	285,297
Inventories	146,356	145,197
Rental merchandise in service	244,643	227,720
Prepaid taxes	17,413	7,708
Prepaid expenses and other current assets	60,926	49,508
Total current assets	968,457	924,603
Property, plant and equipment, net	843,589	829,622
Goodwill	675,385	657,748
Customer contracts, net	66,633	74,784
Other intangible assets, net	23,418	31,045
Deferred income taxes	943	977
Operating lease right-of-use assets, net	78,849	70,110
Other assets	213,100	189,266
Total assets	$ 2,870,374	$ 2,778,155
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	$ 94,522	$ 94,980
Accrued liabilities	194,755	176,903
Accrued taxes	196	674
Operating lease liabilities, current	18,808	17,846
Total current liabilities	308,281	290,403
Accrued liabilities	123,129	128,554
Accrued and deferred income taxes	147,502	135,648
Operating lease liabilities	62,337	54,593
Total liabilities	641,249	609,198
Commitments and contingencies (Note 10)		
Shareholders' equity:		
Preferred Stock, $1.00 par value; 2,000,000 shares authorized; no shares issued and outstanding	—	—
Common Stock, $0.10 par value; 30,000,000 shares authorized; 14,535,738 and 14,679,646 shares issued and outstanding in 2026 and 2025, respectively	1,454	1,468
Class B Common Stock, $0.10 par value; 20,000,000 shares authorized; 3,551,265 and 3,551,265 shares issued and outstanding in 2026 and 2025, respectively	355	355
Capital surplus	115,369	109,107
Retained earnings	2,133,736	2,079,812
Accumulated other comprehensive loss	(21,789)	(21,785)
Total shareholders' equity	2,229,125	2,168,957
Total liabilities and shareholders' equity	$ 2,870,374	$ 2,778,155

The accompanying notes are an integral part of these Consolidated Financial Statements.

Consolidated Statements of Shareholders' Equity

UniFirst Corporation and Subsidiaries

(In thousands)	Common Shares	Class B Common Shares	Common Stock	Class B Common Stock	Capital Surplus	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
Balance, as of August 26, 2023	15,104	3,590	$ 1,510	$ 359	$ 99,303	$ 1,926,549	$ (23,761)	$ 2,003,960
Net income	—	—	—	—	—	145,474	—	145,474
Pension benefit liabilities, net [1]	—	—	—	—	—	—	(348)	(348)
Change in fair value of derivatives [1]	—	—	—	—	—	—	(73)	(73)
Foreign currency translation	—	—	—	—	—	—	538	538
Dividends declared	—	—	—	—	—	(23,670)	—	(23,670)
Share-based compensation, net [2]	—	—	—	—	6,534	—	—	6,534
Share-based awards exercised, net [1]	36	—	4	—	—	—	—	4
Repurchase of Common Stock [3]	(140)	—	(14)	—	(1,046)	(22,848)	—	(23,908)
Balance, as of August 31, 2024	15,000	3,590	$ 1,500	$ 359	$ 104,791	$ 2,025,505	$ (23,644)	$ 2,108,511
Net income	—	—	—	—	—	148,271	—	148,271
Pension benefit liabilities, net [1]	—	—	—	—	—	—	1,877	1,877
Change in fair value of derivatives [1]	—	—	—	—	—	—	(28)	(28)
Foreign currency translation	—	—	—	—	—	—	10	10
Dividends declared	—	—	—	—	—	(24,858)	—	(24,858)
Share-based compensation, net [2]	—	—	—	—	7,699	—	—	7,699
Share-based awards exercised, net [1]	43	—	4	—	—	—	—	4
Repurchase of Common Stock [3]	(403)	—	(40)	—	(3,383)	(69,106)	—	(72,529)
Shares converted	39	(39)	$ 4	$ (4)	$ —	$ —	$ —	$ —
Balance, as of August 30, 2025	14,679	3,551	$ 1,468	$ 355	$ 109,107	$ 2,079,812	$ (21,785)	$ 2,168,957
Net income	—	—	—	—	—	109,490	—	109,490
Pension benefit liabilities, net [1]	—	—	—	—	—	—	733	733
Change in fair value of derivatives [1]	—	—	—	—	—	—	(60)	(60)
Foreign currency translation	—	—	—	—	—	—	(677)	(677)
Dividends declared	—	—	—	—	—	(25,354)	—	(25,354)
Share-based compensation, net [2]	—	—	—	—	7,884	—	—	7,884
Share-based awards exercised, net [1]	50	—	5	—	—	—	—	5
Repurchase of Common Stock [3]	(194)	—	(19)	—	(1,622)	(30,212)	—	(31,853)
Balance, as of August 29, 2026	14,535	3,551	$ 1,454	$ 355	$ 115,369	$ 2,133,736	$ (21,789)	$ 2,229,125

(1) These amounts are shown net of the effect of income taxes.

(2) These amounts are shown net of any shares withheld by the Company to satisfy certain tax withholding obligations in connection with the vesting of certain restricted stock units.

(3) These amounts are shown net of the effect of excise taxes.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Consolidated Statements of Cash Flows

UniFirst Corporation and Subsidiaries

Year ended (In thousands)	52 Weeks Ended August 29, 2026	52 Weeks Ended August 30, 2025	53 Weeks Ended August 31, 2024
Cash flows from operating activities:			
Net income	$ 109,490	$ 148,271	$ 145,474
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization [1]	141,992	140,355	141,432
Share-based compensation	13,062	12,173	9,773
Accretion on environmental contingencies	1,404	1,280	1,264
Accretion on asset retirement obligations	1,072	875	976
Other	214	448	466
Deferred income taxes	10,281	3,897	5,231
Loss (gain) on sale of property and equipment	309	(2,117)	561
Changes in assets and liabilities, net of acquisitions:			
Receivables, less reserves	(21,320)	(6,478)	511
Inventories	(445)	12,318	(8,458)
Rental merchandise in service	(16,759)	10,039	10,548
Prepaid expenses and other current assets and Other assets	(15,545)	(24,330)	(12,582)
Accounts payable	(2,005)	2,333	(4,069)
Accrued liabilities	(7,890)	(8,774)	(3,021)
Prepaid and accrued income taxes	(8,575)	6,582	7,163
Net cash provided by operating activities	205,285	296,872	295,269
Cash flows from investing activities			
Acquisition of businesses, net of cash acquired	(24,578)	(11,911)	(203)
Capital expenditures, including capitalization of software costs	(134,519)	(154,345)	(160,417)
Purchases of investments	(5,664)	(20,406)	(24,581)
Maturities of investments	11,426	28,356	21,679
Proceeds from sale of assets	798	3,259	1,286
Net cash used in investing activities	(152,537)	(155,047)	(162,236)
Cash flows from financing activities:			
Payment of contingent consideration	(1,670)	—	—
Payment of deferred financing costs	—	(1,164)	—
Proceeds from exercise of share-based awards	5	4	4
Taxes withheld and paid related to net share settlement of equity awards	(5,178)	(4,473)	(3,239)
Repurchase of Common Stock	(32,736)	(70,895)	(23,780)
Payment of cash dividends	(25,151)	(24,625)	(23,345)
Net cash used in financing activities	(64,730)	(101,153)	(50,360)
Effect of exchange rate changes	602	1,258	(545)
Net (decrease) increase in cash and cash equivalents	(11,380)	41,930	82,128
Cash and cash equivalents at beginning of period	203,501	161,571	79,443
Cash and cash equivalents at end of period	$ 192,121	$ 203,501	$ 161,571
Supplemental disclosure of cash flow information:			
Non-cash capital expenditures	$ 13,451	$ 11,309	$ 11,138
Interest paid	$ 1,028	$ 1,150	$ 1,169
Income taxes paid, net of refunds received	$ 30,648	$ 37,166	$ 33,716

(1) Depreciation and amortization for the full year of fiscal 2026, 2025 and 2024 included approximately $15.5 million, $17.0 million and $18.8 million, respectively, of non-cash amortization expense recognized for acquisition-related intangible assets.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Notes to Consolidated Financial Statements

UniFirst Corporation and Subsidiaries

1. Summary of Significant Accounting Policies

Business Description

UniFirst Corporation (the "Company") is one of the leading providers of workplace uniforms and protective work wear clothing in North America. The Company designs, manufactures, personalizes, rents, cleans, delivers, and sells a wide range of uniforms and protective clothing, including shirts, pants, jackets, coveralls, lab coats, smocks, aprons and specialized protective wear, such as flame resistant and high visibility garments. The Company also rents and sells industrial wiping and cleaning products, floor mats, facility service products and other non-garment items, and provides restroom and cleaning supplies and first aid cabinet services and other safety supplies as well as provides certain safety training, to a variety of manufacturers, retailers and service companies.

The Company serves businesses of all sizes across multiple industry sectors. Typical customers include automobile service centers and dealers, delivery services, food and general merchandise retailers, manufacturers, maintenance facilities, restaurants and food-related businesses, business service companies, soft and durable goods wholesalers, transportation companies, energy producing operations, healthcare providers and others who require employee clothing on the job for image, identification, protection or utility purposes. The Company also provides its customers with restroom and cleaning supplies, including air fresheners, paper products, gloves, masks, hand soaps and sanitizers.

At certain specialized facilities, like nuclear operations, the Company decontaminates and cleans work clothes and other items that may have been exposed to radioactive materials and services special cleanroom protective wear. Typical customers for these specialized services include government agencies, research and development laboratories, high technology companies and utility providers operating nuclear reactors.

As discussed and described in Note 14, "Segment Reporting", to these Consolidated Financial Statements, the Company has three reporting segments: Uniform & Facility Service Solutions, First Aid & Safety Solutions and Other. Certain operations of the Uniform & Facility Service Solutions reporting segment are referred to by the Company as its "industrial laundry operations" and the locations related to this reporting segment are referred to as "industrial laundries".

Principles of Consolidation

The Consolidated Financial Statements include the accounts of the Company and its subsidiaries, all of which are wholly-owned. Intercompany balances and transactions are eliminated in consolidation.

Basis of Presentation

The Consolidated Financial Statements included herein have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). There have been no material changes in the accounting policies followed by the Company during the current fiscal year other than the adoption of recent accounting pronouncements as discussed in greater detail in the Recent Accounting Pronouncements sub-section of this Note.

Merger Agreement

On March 10, 2026, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Cintas Corporation ("Parent" or "Cintas"), Bruin Merger Sub I, Inc., a wholly owned subsidiary of Cintas ("Merger Sub Inc."), and Bruin Merger Sub II, LLC, a wholly owned subsidiary of Cintas ("Merger Sub LLC").

Subject to the terms and conditions of the Merger Agreement, Merger Sub Inc. will be merged with and into the Company (the "First Merger"), whereupon the separate existence of Merger Sub Inc. will cease, and the Company will continue as the surviving corporation of the First Merger and a wholly owned subsidiary of Parent and immediately after the First Merger, the Company will be merged with and into Merger Sub LLC (the "Second Merger," and, together with the First Merger, the "Mergers"), whereupon the separate existence of the Company will cease, and Merger Sub LLC will continue as the surviving entity of the Second Merger and a wholly owned subsidiary of Parent.

At the effective time of the First Merger, each share of (i) common stock, par value $0.10 per share, and (ii) Class B common stock, par value $0.10 per share, of the Company (clauses (i) and (ii), our "Common Stock") issued and outstanding immediately prior to the effective time of the First Merger (other than shares of the Company's Common Stock held in the Company's treasury or held directly by a subsidiary of the Company, Cintas, Merger Sub Inc. or Merger Sub LLC) will convert into the right to receive: $155.00 in cash and 0.7720 shares of fully paid and nonassessable Cintas common stock (the "Merger Consideration"). No fractional shares of Cintas common stock will be issued in the Mergers, and holders of the Company's Common Stock will receive cash in lieu of any fractional shares of Cintas common stock.

The Merger Agreement contains customary representations, warranties, covenants and closing conditions, including approval by the Corporation's shareholders. On June 11, 2026, the Company's shareholders approved the Merger Agreement at a virtual special meeting of shareholders. In addition, on June 11, 2026, the Company and Cintas each received a request for additional information and documentary material (a "Second Request") from the U.S. Federal Trade Commission in connection with its review of the proposed Mergers under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). Issuance of the Second Request extends the waiting period under the HSR Act until 30 days after both Cintas and the Company substantially comply with the Second Request, unless the waiting period is extended voluntarily by Cintas and the Company or terminated earlier by the FTC. On October 2, 2026, each of Cintas and UniFirst certified to the FTC that it has substantially complied with the Second Request. On October 2, 2026, Cintas and UniFirst entered into a timing agreement with the FTC pursuant to which Cintas and UniFirst agreed, among other things, not to consummate the Mergers prior to December 11, 2026 unless they have received written notice from the FTC prior to such date that the FTC has closed its investigation of the Mergers. The completion of the Mergers remains subject to the satisfaction or waiver of the remaining customary closing conditions, including the receipt of required regulatory approvals, and includes specified termination rights if the consummation of the Mergers does not occur on or before January 10, 2027, subject to an automatic extension for up to two periods of four months under certain circumstances. The Merger Agreement provides for the payment by the Company to Cintas of a termination fee of $213.3 million if the Merger Agreement is terminated in specified circumstances, and for payment by Cintas to the Company of a termination fee of $350.0 million if the Merger Agreement is terminated in specified circumstances.

For additional information, refer to the Company's Current Reports on Form 8-K filed with the SEC on March 11, 2026 and June 12, 2026.

Use of Estimates

The preparation of these Consolidated Financial Statements is in conformity with U.S. GAAP which requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. The Company utilizes key estimates in preparing the financial statements including casualty and environmental estimates, valuation of intangible assets acquired in a business combination, recoverability of goodwill, intangibles, income taxes and long-lived assets. These estimates are based on historical information, current trends, and information available from other sources. The Company's results are affected by economic, political, legislative, regulatory and legal actions. Economic conditions, such as recessionary trends, inflation, interest and monetary exchange rates, government fiscal policies, and changes in the prices of raw materials, can have a significant effect on operations. These factors and other events could cause actual results to differ from management's estimates.

Fiscal Year

The Company's fiscal year ends on the last Saturday in August. For financial reporting purposes, fiscal years ended August 29, 2026 ("fiscal 2026") and August 30, 2025 ("fiscal 2025") both consisted of 52 weeks, and fiscal year ended August 31, 2024 ("fiscal 2024") consisted of 53 weeks. The additional week was included in the fourth quarter of fiscal 2024.

Cash, Cash Equivalents and Short-Term Investments

Cash, cash equivalents and short-term investments include cash in banks, money market securities and bank short-term investments having original maturities of six months or less. As of August 29, 2026 and August 30, 2025, the Company had no short-term investments and $5.7 million in short-term investments, respectively.

Accounts receivable

Accounts receivable represents amounts due from customers and is presented net of reserves for expected credit losses. The Company uses judgment and estimates in determining the collectability of accounts receivable and evaluating the adequacy of the reserve for expected credit losses. The Company considers specific accounts receivable and historical credit loss experience, customer credit worthiness, current economic trends and the age of outstanding balances as part of its evaluation. When an account is considered uncollectible, it is written off against the reserve for expected credit losses.

The following table presents the change in the allowance for credit losses, which is included in Receivables, net of reserves on the Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025 (in thousands):

(In thousands)	August 29, 2026	August 30, 2025
Beginning balance	$ 6,802	$ 7,916
Current period provision	10,804	9,090
Write-offs and other	(10,666)	(10,204)
Ending balance	$ 6,940	$ 6,802

Financial Instruments

The Company's financial instruments, which may expose the Company to concentrations of credit risk, include cash and cash equivalents, receivables and accounts payable. Each of these financial instruments is recorded at cost, which approximates its fair value given the short maturity of each financial instrument. The Company also entered into foreign exchange forward contracts, which matured as of the end of fiscal 2026. As of August 29, 2026, the Company had no outstanding derivative financial instruments. Refer to Note 3, "Fair Value Measurements," of these Consolidated Financial Statements for additional information.

Revenue Recognition

In fiscal 2026, approximately 86.0% of the Company's revenues are derived from fees for route servicing of Uniform & Facility Service Solutions and Other segment services performed by the Company's employees at the customer's location of business. The Company recognizes these revenues over time using an output method, as customers simultaneously receive and consume the benefits of the services as they are satisfied. The Company's remaining revenue representing approximately 14.0% of the Company's total revenue, is recognized when the obligations under the terms of a contract with a customer are satisfied. This generally occurs when the goods are transferred to the customer.

Certain of the Company's customer contracts, primarily within the Uniform & Facility Service Solutions segment, include pricing terms that provide customers with potential discounts or rebates based on volume or other performance metrics. These components of variable consideration are not material to the Company's consolidated revenues, and the related estimates are reassessed each reporting period.

The Company maintains an immaterial liability for these amounts within accrued liabilities on the Consolidated Balance Sheets. Any consideration paid to a customer at the beginning of a contract is capitalized and amortized over the life of the contract as a reduction to revenue.

The following table presents the Company's revenues for fiscal 2026, 2025 and 2024 disaggregated by segment:

	Year ended					
	2026		2025		2024	
(In thousands, except percentages)	Revenues	% of Revenues	Revenues	% of Revenues	Revenues	% of Revenues
Uniform & Facility Service Solutions	$ 2,295,801	91.0%	$ 2,218,562	91.2%	$ 2,224,030	91.6%
First Aid & Safety Solutions	127,023	5.0%	114,586	4.7%	106,271	4.4%
Other	100,406	4.0%	99,204	4.1%	97,130	4.0%
Total revenues	$ 2,523,230	100.0%	$ 2,432,352	100.0%	$ 2,427,431	100.0%

Refer to Note 14, "Segment Reporting" for additional details of segment definitions.

Costs to Obtain a Contract

The Company defers commission expenses paid to its employee-partners when the commissions are deemed to be incremental for obtaining the route servicing customer contract. The deferred commissions are amortized on a straight-line basis over the expected period of benefit. The Company reviews the deferred commission balances for impairment on an ongoing basis. Deferred commissions are classified as current or non-current based on the timing of when the Company expects to recognize the expense.

The following table presents deferred commissions on the Company's Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025:

(in thousands)	August 29, 2026	August 30, 2025
Prepaid expenses and other current assets	$ 21,537	$ 19,795
Other assets	90,610	84,884

The following table presents the Company's amortization expense related to deferred commissions on the Consolidated Statements of Income for fiscal 2026, 2025 and 2024, respectively:

(in thousands)	2026	2025	2024
Selling and administrative expenses	$ 21,416	$ 19,661	$ 18,031

Inventories and Rental Merchandise in Service

Inventories are stated at the lower of cost or net realizable value, net of any reserve for excess and obsolete inventory. Work-in-process and finished goods inventories consist of materials, labor and manufacturing overhead. Judgments and estimates are used in determining the likelihood that new goods on hand can be sold to customers or used in rental operations. Historical inventory usage and current revenue trends are considered in estimating both excess and obsolete inventories. If actual product demand and market conditions are less favorable than those projected by management, additional inventory write-downs may be required. The Company uses the first-in, first-out ("FIFO") method to value its inventories.

The components of inventory as of August 29, 2026 and August 30, 2025 are as follows (in thousands):

	August 29, 2026	August 30, 2025
Raw materials	$ 20,439	$ 22,107
Work in process	2,143	3,030
Finished goods	123,774	120,060
Total inventory	$ 146,356	$ 145,197

Rental merchandise in service is amortized, primarily on a straight-line basis, over the estimated service lives of the merchandise, which range from six to thirty-six months. The amortization expense is included in the cost of revenues on the Company's Consolidated Statements of Income. In establishing estimated lives for merchandise in service, management considers historical experience and the intended use of the merchandise. Material differences may result in the amount and timing of operating profit for any period if management makes significant changes to these estimates.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Expenditures for maintenance and repairs are expensed as incurred, while expenditures for renewals and betterments are capitalized.

The components of property, plant and equipment as of August 29, 2026 and August 30, 2025 are as follows (in thousands):

	August 29, 2026	August 30, 2025
Land, buildings and leasehold equipment	$ 877,524	$ 834,112
Machinery and equipment	763,983	735,091
Motor vehicles	404,077	394,862
Total property, plant and equipment, gross	2,045,584	1,964,065
Less: accumulated depreciation	1,201,995	1,134,443
Total property, plant and equipment, net	$ 843,589	$ 829,622

The Company provides for depreciation on the straight-line method based on the date the asset is placed in service using the following estimated useful lives:

Buildings and building improvements (in years)	20 — 35
Building components (in years)	10 — 20
Leasehold improvements	Shorter of useful life or term of lease
Machinery and equipment (in years)	3 — 10
Motor vehicles (in years)	3 — 5

Long-lived assets, including property, plant and equipment, are evaluated for impairment whenever events or circumstances indicate an asset may be impaired. There were no material impairments of long-lived assets in fiscal 2026, 2025 and 2024.

Goodwill and Other Intangible Assets

In accordance with U.S. GAAP, the Company does not amortize goodwill. Instead, the Company tests goodwill for impairment on an annual basis. Management completes its annual goodwill impairment test using a qualitative assessment on the first day of the fourth quarter of each fiscal year. In addition, U.S. GAAP requires that companies test goodwill if events occur or circumstances change that would more likely than not reduce the fair value of a reporting unit to which goodwill is assigned below its carrying amount. The Company used qualitative assessment option for its impairment testing

for goodwill in fiscal 2026 and determined that the fair values of the reporting units more likely than not exceeded their carrying values and that there was no evidence of impairment as of May 31, 2026.

The Company cannot predict future economic conditions and their impact on the Company or the future net realizable value of the Company's stock. A decline in the Company's market capitalization and/or deterioration in general economic conditions could negatively and materially impact the Company's assumptions and assessment of the fair value of the Company's business. If general economic conditions or the Company's financial performance deteriorate, the Company may be required to record a goodwill impairment charge in the future which could have a material impact on the Company's financial condition and results of operations.

Definite-lived intangible assets are amortized over their estimated useful lives, which are based on management's estimates of the period that the assets will generate economic benefits. Definite-lived intangible assets are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable in accordance with U.S. GAAP. There were no impairments of goodwill or indicators of impairment for definite-lived intangible assets in fiscal 2026, 2025 or 2024.

As of August 29, 2026, definite-lived intangible assets have a weighted average useful life of approximately 12.9 years. Customer contracts have a weighted average useful life of approximately 14.4 years and other intangible assets, net, which consist primarily of restrictive covenants, software and trademarks, have a weighted average useful life of approximately 8.5 years.

Cloud Computing Arrangements

The Company enters into certain cloud-based software hosting arrangements that are accounted for as service contracts. Costs incurred for these arrangements are capitalized for application development activities, if material, and immediately expensed for preliminary project activities and post-implementation activities. The Company amortizes the capitalized development costs straight-line over the fixed, non-cancellable term of the associated hosting arrangement plus any reasonably certain renewal periods. The capitalized costs are included in "Prepaid expenses and other current assets" and "Long-term other assets" on the Company's Consolidated Balance Sheets. Capitalized costs were $73.8 million and $45.3 million as of August 29, 2026, and August 30, 2025, respectively.

Environmental and Other Contingencies

The Company is subject to legal proceedings and claims arising from the conduct of its business operations, including but not limited to, environmental matters, personal injury, customer contract matters and employment claims. U.S. GAAP requires that a liability for contingencies be recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Significant judgment is required to determine the existence of a liability, as well as the amount to be recorded. The Company regularly consults with attorneys and outside consultants in its consideration of the relevant facts and circumstances before recording a contingent liability. The Company records accruals for environmental and other contingencies based on enacted laws, regulatory orders or decrees, the Company's estimates of costs, insurance proceeds, participation by other parties, the timing of payments, and the input of outside consultants and attorneys.

The estimated liability for environmental contingencies has been discounted as of August 29, 2026 using a risk-free interest rate of approximately 5.22% over expected payment periods ranging from twenty to thirty years. The estimated current costs, net of legal settlements with insurance carriers, have been adjusted for the estimated impact of inflation at 3% per year. Changes in enacted laws, regulatory orders or decrees, management's estimates of costs, risk-free interest rates, insurance proceeds, participation by other parties, the timing of payments, the input of the Company's attorneys and outside consultants or other factual circumstances could have a material impact on the amounts recorded for environmental and other contingent liabilities. Refer to Note 10, "Commitments and Contingencies", of these Consolidated Financial Statements for additional discussion and analysis.

Asset Retirement Obligations

Under U.S. GAAP, asset retirement obligations generally apply to legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and/or the normal operation of a long-lived asset. The Company recognizes asset retirement obligations in the period in which they are incurred if a reasonable estimate of

fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset.

The Company has recognized as a liability the present value of the estimated future costs to decommission its nuclear laundry facilities. The Company depreciates, on a straight-line basis, the amount added to property, plant and equipment and recognizes accretion expense in connection with the discounted liability over the various remaining lives which range from approximately one to eighteen years.

The estimated liability has been based on historical experience in decommissioning nuclear laundry facilities, estimated useful lives of the underlying assets, external vendor estimates as to the cost to decommission these assets in the future, and federal and state regulatory requirements. The estimated current costs have been adjusted for the estimated impact of inflation at 3% per year. The liability has been discounted using credit-adjusted risk-free rates that range from approximately 4.75% to 7.5%. Revisions to the liability could occur due to changes in the Company's estimated useful lives of the underlying assets, estimated dates of decommissioning, changes in decommissioning costs, changes in federal or state regulatory guidance on the decommissioning of such facilities, or other changes in estimates. Changes due to revised estimates are recognized by adjusting the carrying amount of the liability and the related long-lived asset if the assets are still in service, or charged to expense in the period if the assets are no longer in service.

Insurance

The Company is self-insured for certain obligations related to health and dental, workers' compensation, vehicles and general liability programs. The Company also purchases stop-loss insurance policies for workers' compensation, vehicles and general liability programs to protect itself from catastrophic losses. Judgments and estimates are used in determining the potential value associated with reported claims and for events that have occurred, but have not been reported. The Company's estimates consider historical claims experience and other factors. In certain cases where partial insurance coverage exists, the Company estimates the portion of the liability that will be covered by existing insurance policies to arrive at its net expected liability. Receivables for insurance recoveries are recorded as assets, on an undiscounted basis. The Company's liabilities are based on estimates, and, while the Company believes that its accruals are adequate, the ultimate liability may be significantly different from the amounts recorded. Changes in claims experience, the Company's ability to settle claims or other estimates and judgments used by management could have a material impact on the amount and timing of expense for any period.

Supplemental Executive Retirement Plan and Other Pension Plans

Pension expense is recognized on an accrual basis over employees' estimated service periods. Pension expense is generally independent of funding decisions or requirements.

The Company (1) recognizes in its statement of financial position the over-funded or under-funded status of its defined benefit post-retirement plans measured as the difference between the fair value of plan assets and the benefit obligation, (2) recognizes as a component of other comprehensive (loss) income, net of tax, the actuarial gains and losses and the prior service costs and credits that arise during the period but are not recognized as components of net periodic benefit cost, (3) measures defined benefit plan assets and defined benefit plan obligations as of the date of its statement of financial position, and (4) discloses additional information in the notes to financial statements about certain effects on net periodic benefit cost in the upcoming fiscal year that arise from delayed recognition of the actuarial gains and losses and the prior service costs and credits. Refer to Note 6, "Employee Benefit Plans", of these Consolidated Financial Statements for further discussion regarding the Company's pension plans.

The calculation of pension expense and the corresponding liability requires the use of a number of critical assumptions, including the expected long-term rates of return on plan assets, the assumed discount rates, assumed rate of compensation increases and life expectancy of participants. Changes in these assumptions can result in different expense and liability amounts, and future actual experience can differ from these assumptions. Pension expense increases as the expected rate of return on pension plan assets decreases. Future changes in plan asset returns, assumed discount rates and various other factors related to the participants in the Company's pension plans will impact the Company's future pension expense and liabilities. The Company cannot predict with certainty what these factors will be in the future.

In addition, as discussed in Note 6, "Employee Benefit Plans" the UniFirst Plan was terminated during fiscal 2026, and the Company expects to complete the final settlement of the plan's remaining benefit obligation during fiscal 2027. Completion of the settlement will require recognition of the plan's remaining unrecognized losses as a charge to earnings in

the period the final distribution occurs. The amount of the charge will depend on participant elections, annuity pricing and prevailing interest rates at the time of settlement, and the Company does not expect it to be material to its results of operations.

Non-qualified Deferred Compensation Plan

The Company adopted the UniFirst Corporation Deferred Compensation Plan (the "NQDC Plan") effective on February 1, 2022. The NQDC Plan is an unfunded, non-qualified deferred compensation plan that allows eligible participants to voluntarily defer receipt of their salary and annual cash bonuses up to approved limits. In its discretion, the Company may credit one or more additional contributions to participant accounts. NQDC Plan participants who are not accruing benefits under the Supplemental Executive Retirement Plan are eligible to have discretionary annual employer contributions credited to their NQDC Plan accounts. All participants are also eligible to have employer supplemental contributions and employer discretionary contributions credited to their NQDC Plan accounts. The amounts of such contributions may differ from year to year and from participant to participant. Refer to Note 6, "Employee Benefit Plans", of these Consolidated Financial Statements for further discussion regarding the Company's NQDC Plan.

Income Taxes

The Company computes income tax expense by jurisdiction based on its operations in each jurisdiction. Deferred income taxes are provided for temporary differences between the amounts recognized for income tax and financial reporting purposes at currently enacted tax rates. Deferred tax assets and liabilities are determined by the differences between the consolidated financial statement carrying amounts and the tax basis of assets and liabilities. Refer to Note 4, "Income Taxes" in these Consolidated Financial Statements for the types of items that give rise to significant deferred income tax assets and liabilities. Deferred income taxes are classified as assets or liabilities based on the classification of the related asset or liability for financial reporting purposes. The Company regularly reviews deferred tax assets for recoverability based upon projected future taxable income and the expected timing of the reversals of existing temporary differences. Although realization is not assured, management believes it is more likely than not that the recorded deferred tax assets will be realized.

The Company is periodically reviewed by U.S. domestic and foreign tax authorities regarding the amount of taxes due. These reviews typically include inquiries regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. In evaluating the exposure associated with various filing positions, the Company records estimated reserves. Refer to Note 4, "Income Taxes", of these Consolidated Financial Statements for further discussion regarding the Company's accounting for income taxes and its uncertain tax positions for financial accounting purposes.

Advertising Costs

Advertising costs are expensed as incurred and are classified as selling and administrative expenses. The Company incurred advertising costs of $6.8 million, $7.7 million and $5.3 million, for fiscal 2026, 2025 and 2024, respectively.

Share-Based Compensation

Compensation expense for all stock options, stock appreciation rights, unrestricted stock and restricted stock units (collectively, "Share-Based Awards") is recognized ratably over the related vesting period, net of actual forfeitures. Certain Share-Based Awards in the form of stock appreciation rights and shares of unrestricted stock were granted during fiscal 2026, 2025 and 2024 to non-employee Directors of the Company, which were fully vested upon grant and, with respect to stock appreciation rights, expire eight years after the grant date. Accordingly, compensation expense related to these Share-Based Awards in fiscal 2026, 2025 and 2024 was recognized on the date of grant.

For performance-based restricted stock unit awards with revenue and operating margin performance criteria, the Company evaluates the probability of meeting the performance criteria at each balance sheet date and, if probable, related compensation cost is amortized over the performance period on a straight-line basis because such awards vest only at the end of the measurement period. Changes to the probability assessment and the estimate of shares expected to vest will result in adjustments to the related share-based compensation expense that will be recorded in the period of the change. If the performance targets are not achieved, no compensation cost is recognized and any previously recognized compensation cost is reversed.

U.S. GAAP requires that share-based compensation cost be measured at the grant date based on the fair value of the award and be recognized as expense over the requisite service period, which is generally the vesting period. Determining the fair value of Share-Based Awards in the form of stock appreciation rights at the grant date requires judgment, including estimating expected dividends and share price volatility. The fair value of each Share-Based Award in the form of stock appreciation rights is estimated on the date of grant using the Black-Scholes option pricing model.

The Company recognizes compensation expense for restricted stock and restricted stock unit grants over the related vesting period. The fair value for each restricted stock, unrestricted stock and restricted stock unit grant is determined by using the closing price of the Company's stock on the date of the grant. Refer to Note 11, "Share-Based Compensation", of these Consolidated Financial Statements for further discussion regarding the Company's share-based compensation plans.

As described above under "Merger Agreement," at the effective time of the First Merger, each Terminating Company RSU Award (as defined in the Merger Agreement) and each Terminating Company SAR Award (as defined in the Merger Agreement) will be treated as follows: Each Terminating Company RSU Award will be canceled and converted into the right to receive the Merger Consideration for each share of Common Stock subject to the award, and each Continuing Company RSU Award will be assumed by Cintas and converted into a Cintas restricted stock unit award, with the number of underlying shares determined using the Equity Award Conversion Ratio (as defined in the Merger Agreement) and otherwise subject to the same terms and conditions.

At the effective time of the First Merger, each Terminating Company PSU Award (as defined in the Merger Agreement) will be canceled and converted into the right to receive the Merger Consideration, and each Continuing Company PSU Award (as defined in the Merger Agreement) will be assumed by Cintas and converted into a Cintas restricted stock unit award, in each case with the number of shares determined based on the Deemed Performance Level (as defined in the Merger Agreement); Continuing awards will remain subject to time-based vesting conditions but not performance-based vesting conditions. Each Terminating Company SAR Award will be deemed exercised on a net basis immediately prior to the effective time of the First Merger and converted into the right to receive the Merger Consideration for the resulting shares, or canceled for no consideration if its exercise price exceeds the Company Final Price (as defined in the Merger Agreement), and each Continuing Company SAR Award will be assumed by Cintas and converted into a stock-settled appreciation right of Cintas, with the number of shares and the exercise price adjusted using the Equity Award Conversion Ratio. As of August 29, 2026, the Mergers had not been completed, and no share-based compensation expense has been recorded as a result of the treatment of Share-Based Awards under the Merger Agreement.

Income Per Share

The Company calculates income per share by allocating income to its unvested participating securities as part of its income per share calculations. The following table sets forth the computation of basic income per share using the two-class method for amounts attributable to the Company's shares of Common Stock and Class B Common Stock (in thousands, except per share data):

Year ended	2026	2025	2024
Net income available to shareholders	$ 109,490	$ 148,271	$ 145,474
Allocation of net income for Basic:			
Common Stock	$ 91,595	$ 124,551	$ 122,188
Class B Common Stock	17,895	23,720	23,286
	$ 109,490	$ 148,271	$ 145,474
Weighted average number of shares for Basic:			
Common Stock	14,545	14,961	15,073
Class B Common Stock	3,551	3,560	3,590
	18,096	18,521	18,663
Income per share for Basic:			
Common Stock	$ 6.30	$ 8.33	$ 8.11
Class B Common Stock	$ 5.04	$ 6.66	$ 6.49

The Class B Common Stock may be converted at any time on a one-for-one basis into Common Stock at the option of the holder of the Class B Common Stock. Diluted income per share for the Company's Common Stock assumes the conversion

of all of the Company's Class B Common Stock into Common Stock, full vesting of outstanding restricted stock, and the exercise of Share-Based Awards under the Company's stock incentive plans.

The Company is required to calculate the diluted income per share for Common Stock using the more dilutive of the following two methods:

- The treasury stock method; or
- The two-class method assuming a participating security is not exercised or converted.

For fiscal 2026, 2025 and 2024, the Company's diluted income per share assumes the conversion of all Class B Common Stock into Common Stock and uses the two-class method for its unvested participating shares.

The following table sets forth the computation of diluted income per share of Common Stock for the years ended August 29, 2026, August 30, 2025 and August 31, 2024 (in thousands, except per share data):

	Year Ended August 29, 2026			Year Ended August 30, 2025			Year Ended August 31, 2024		
	Earnings to Common shareholders	Common Shares	Income Per Share	Earnings to Common shareholders	Common Shares	Income Per Share	Earnings to Common shareholders	Common Shares	Income Per Share
As reported—Basic	$ 91,595	14,545	$ 6.30	$ 124,551	14,961	$ 8.33	$ 122,188	15,073	$ 8.11
Add: effect of dilutive potential common shares									
Share-Based Awards	—	100		—	60		—	61	
Class B Common Stock	17,895	3,551		23,720	3,560		23,286	3,590	
Diluted Income Per Share— Common Stock	$ 109,490	18,196	$ 6.02	$ 148,271	18,581	$ 7.98	$ 145,474	18,724	$ 7.77

Anti-dilutive stock-based awards excluded from the calculations of diluted income per share were immaterial during the periods presented.

Foreign Currency Translation

The functional currency of our foreign operations is the local country's currency. Transaction gains and losses, including gains and losses on our intercompany transactions, are included in other expense, net in the accompanying Consolidated Statements of Income. Assets and liabilities of operations outside the U.S. are translated into U.S. dollars using period-end exchange rates. Revenues and expenses are translated at the average exchange rates in effect during each month of the fiscal year. The effects of foreign currency translation adjustments are included in shareholders' equity as a component of accumulated other comprehensive loss in the accompanying Consolidated Balance Sheets.

Recent Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which enhances effective tax rate reconciliation disclosure requirements and provides clarity to the disclosures of income taxes paid, income before taxes and provision for income taxes. The amendments are effective for fiscal years beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. The amendments in this update should be applied on a prospective basis. Retrospective application is permitted. The Company adopted this ASU in the fourth quarter of fiscal 2026 on a prospective basis. The adoption did not have a material impact on the Company's consolidated financial statements, other than requiring additional income tax disclosures, which are reflected in Note 4, "Income Taxes."

In November 2024, the FASB issued ASU 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures*. The ASU requires a public business entity to provide disaggregated disclosures of certain categories of expenses on an annual and interim basis including purchases of inventory, employee compensation, depreciation, and intangible asset amortization for each income statement line item that contains those expenses. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating this ASU to determine its impact on the Company's disclosures.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This standard allows entities to apply a practical expedient when estimating expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under FASB Accounting Standards Codification ("ASC") Topic 606, "Revenue from Contracts with Customers." The standard is effective for fiscal years beginning after December 15, 2025, including interim periods within those fiscal years, and will therefore be effective for the Company beginning in the first quarter of its fiscal year ending August 28, 2027. Early adoption is permitted, and the ASU is to be applied prospectively. The Company has completed its evaluation of the ASU and does not expect it to have a material effect on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU 2025-06, *Intangibles – Goodwill and Other – Internal-Use Software* (S*ubtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This ASU amends the guidance in ASC 350-40 to modernize the recognition and disclosure framework for internal-use software costs by eliminating the previous "development stage" model and introducing a more principles- and judgment-based approach. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027 and for interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of ASU 2025-06 on its consolidated financial statements.

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the SEC have not had, or are not believed by management to have, a material impact on the Company's present or future financial statements.

2. Acquisitions

Whenever the Company acquires a business, consistent with current accounting guidance, the results of operations of the acquisition are included in the Company's consolidated financial results from the date of the acquisition. The amount assigned to intangible assets acquired is based on their respective fair values determined as of the acquisition date. The excess of the purchase price over the tangible and intangible assets is recorded as goodwill. Goodwill is allocated to the segment to which the acquisition relates and is deductible for tax purposes.

During fiscal 2026, the Company incurred approximately $37.2 million of Transaction-related Costs (as defined below) associated with the proposed merger with Cintas. These costs consisted primarily of legal, advisory and other professional service fees ("Transaction-related Costs") and are included within selling and administrative expenses in the Consolidated Statements of Income.

During fiscal 2026, the Company completed six acquisitions in the First Aid & Safety Solutions segment, two acquisitions in the Uniform & Facility Service Solutions segment and one acquisition in the Other segment, for total purchase prices of approximately $16.0 million, $10.7 million and $0.9 million, respectively.

During fiscal 2025, the Company completed three acquisitions in the Uniform & Facility Service Solutions segment and seven acquisitions in the First Aid & Safety Solutions segment for total purchase prices of approximately $1.9 million and $12.0 million, respectively.

The Company has prepared purchase price allocations for the business combinations on a preliminary basis. The purchase price was primarily allocated to goodwill and intangible assets, with tangible assets consisting mainly of inventory and property, plant and equipment. A portion of the total purchase price is subject to holdback arrangements, which are typically payable within a one-year period following the acquisition date and contingent upon the achievement of specified revenue targets. The operating results of these businesses have been included in the Company's consolidated financial statements from their respective acquisition dates. As these acquisitions were not material to the Company's consolidated results, pro forma financial information has not been presented.

The following table presents aggregate information relating to the acquisition of businesses during fiscal 2026 and 2025 (in thousands):

Year ended	August 29, 2026	August 30, 2025
Cash and cash equivalents	$ 282	$ —
Tangible assets acquired	3,797	1,088
Goodwill	17,690	8,935
Customer contracts	5,920	3,749
Other intangible assets	256	217
Liabilities assumed	(304)	—
Total consideration paid for acquisition of businesses	27,641	13,989
Contingent consideration	(3,331)	—
Contingent holdbacks	(406)	(2,078)
Acquisition of businesses, net of contingent consideration and holdbacks	$ 23,904	$ 11,911

3. Fair Value Measurements

U.S. GAAP establishes a framework for measuring fair value and establishes disclosure requirements about fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company considered non-performance risk when determining fair value of our derivative financial instruments.

The fair value hierarchy prescribed under U.S. GAAP contains three levels as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

All financial assets or liabilities that are measured at fair value on a recurring basis (at least annually) have been segregated into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the

measurement date. The assets or liabilities measured at fair value on a recurring basis are summarized in the tables below (in thousands):

	As of August 29, 2026				As of August 30, 2025			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Short-term investments	$ —	$ —	$ —	$ —	$ —	$ 5,672	$ —	$ 5,672
Pension plan assets	—	1,866	—	1,866	—	2,474	—	2,474
Non-qualified deferred compensation plan assets	—	5,680	—	5,680	—	4,685	—	4,685
Foreign currency forward contracts	—	—	—	—	—	79	—	79
Total assets at fair value	$ —	$ 7,546	$ —	$ 7,546	$ —	$ 12,910	$ —	$ 12,910
Liabilities:								
Non-qualified deferred compensation plan liability	$ —	$ 3,708	$ —	$ 3,708	$ —	$ 2,842	$ —	$ 2,842
Total liabilities at fair value	$ —	$ 3,708	$ —	$ 3,708	$ —	$ 2,842	$ —	$ 2,842

The Company's short-term investments listed above represent certificates of deposit, which maturities range up to six months at purchase. Such securities are classified as held-to-maturity and are carried at amortized cost, which approximates market value. As such, the Company's short-term investments are included within Level 2 of the fair value hierarchy.

The Company's pension plan assets listed above represent guaranteed deposit accounts that are maintained and operated by a third-party investment manager. At the beginning of each calendar year, the third-party investment manager notifies the Company of the annual rates of interest which will be applied to the amounts held in the guaranteed deposit account during the next calendar year. In determining the interest rate to be applied, the third-party investment manager considers the investment performance of the underlying assets of the prior year; however, regardless of the investment performance the annual interest rate applied per the contract must be a minimum of 3.25%. As such, the Company's pension plan assets are included within Level 2 of the fair value hierarchy. Refer to Note 6, "Employee Benefit Plans", of these Consolidated Financial Statements for further discussion regarding the Company's pension plan and Supplemental Executive Retirement Plan.

The Company's non-qualified deferred compensation plan liability listed above is carried at fair value and is composed primarily of mutual funds, municipal bonds and other fixed income securities. As such, the Company's non-qualified deferred compensation plan assets and liabilities are included within Level 2 of the fair value hierarchy. Refer to Note 6, "Employee Benefit Plans", of these Consolidated Financial Statements for further discussion regarding the Company's non-qualified deferred compensation plan.

The Company's foreign currency forward contracts represented contracts the Company entered into to exchange Canadian dollars for U.S. dollars at fixed exchange rates in order to manage its exposure related to certain forecasted Canadian dollar denominated sales of one of its subsidiaries. These contracts matured as of the end of fiscal 2026, and the Company had no outstanding forward contracts as of August 29, 2026. As of August 30, 2025, the fair value of the forward contracts was included in prepaid expenses and other current assets. The fair value of the forward contracts was based on similar exchange-traded derivatives and was, therefore, included within Level 2 of the fair value hierarchy.

4. Income Taxes

Income before taxes consists of the following components:

Year ended	2026	2025	2024
U.S. Operations	$ 137,671	$ 177,041	$ 178,895
Foreign Operations	4,402	18,334	10,484
Total	$ 142,073	$ 195,375	$ 189,379

The provision for income taxes consists of the following (in thousands):

Year ended	2026	2025	2024
Current:			
Federal	$ 15,310	$ 33,597	$ 30,932
Foreign	185	1,907	1,231
State	6,223	8,667	6,007
Total current	$ 21,718	$ 44,171	$ 38,170
Deferred:	10,865	2,933	5,735
Total provision for income taxes	$ 32,583	$ 47,104	$ 43,905

The reconciliation of income tax expense using the statutory federal income tax rate and actual income tax expense is as follows for fiscal 2026 (in thousands):

	2026	
	Amount	Percent
Income taxes at the U.S. federal statutory rate	$ 29,835	21.0 %
State and local income taxes, net of federal benefit [1]	5,883	4.1 %
Foreign tax effects	399	0.3 %
Effect of cross-border tax laws	(702)	(0.5)%
Tax Credits	(5,147)	(3.6)%
Nontaxable or nondeductible items:	1,876	1.3 %
Changes in unrecognized tax benefits	1,496	1.1 %
Other	(1,057)	(0.7)%
Total	$ 32,583	22.9 %

(1) State taxes in California, Florida, Illinois, New York and Texas make up the majority (greater than 50%) of the tax effect in the state and local income tax category.

The following table reconciles the provision for income taxes using the statutory federal income tax rate to the actual provision for income taxes:

Year ended	2025	2024
Income taxes at the statutory federal income tax rate	21.0%	21.0%
State income taxes	3.9	3.6
Adjustments to tax reserve	(0.4)	(0.5)
Other	(0.4)	(0.9)
Effective income tax rate	24.1%	23.2%

During the fiscal year ended August 29, 2026, income taxes paid, net of any refunds, were $30.6 million, which included federal tax payments of $22.9 million, state and local tax payments of $6.1 million and foreign tax payments of $1.6 million.

The decrease in the effective tax rate for fiscal 2026 compared to the prior fiscal year was primarily due to provision-to-return adjustments associated with income tax credits recognized upon finalization of the prior-year U.S. federal income tax return. These adjustments reflect refinement of estimates used in the prior year tax provision and resulted in a tax benefit in the current period.

The components of deferred income taxes included on the Consolidated Balance Sheets are as follows (in thousands):

	August 29, 2026	August 30, 2025
Deferred tax assets:		
Payroll and benefit related	$ 16,195	$ 16,578
Insurance reserves	14,010	14,694
Environmental reserves	7,351	7,412
Accrued expenses	5,266	7,236
Operating lease liabilities	20,144	17,911
Research and development	1,916	4,891
Transaction costs	8,333	—
Other	13,312	13,121
Total deferred tax assets	$ 86,527	$ 81,843
Deferred tax liabilities:		
Uniform and other rental items in service	$ 60,579	$ 56,617
Property and equipment	59,250	57,953
Intangible and other amortizable assets	59,834	54,169
Capitalized contract costs	28,168	26,441
Operating lease right-of-use assets	19,601	17,356
Other	—	48
Total deferred tax liabilities	227,432	212,584
Net deferred tax liability	$ 140,905	$ 130,741

The Company regularly reviews deferred tax assets for recoverability based upon projected future taxable income and the expected timing of the reversals of existing temporary differences. Although realization is not assured, management believes it is more likely than not that the recorded deferred tax assets will be realized.

Foreign tax effect

As of August 29, 2026, unremitted foreign earnings have been retained by the Company's foreign subsidiaries for indefinite reinvestment. If the Company were to repatriate those earnings, in the form of dividends or otherwise, the Company could be subject to immaterial withholding taxes payable to the various foreign countries.

Uncertain tax positions

As of August 29, 2026, and August 30, 2025, there were $5.6 million and $3.9 million, respectively, of unrecognized tax benefits, of which $5.2 million and $3.7 million, respectively, would favorably impact the Company's effective tax rate, if recognized. The Company recognized interest and penalties related to uncertain tax positions as a component of income tax expense which is consistent with the recognition of these items in prior reporting periods. As of August 29, 2026, and August 30, 2025, the Company had accrued a nominal amount in interest and penalties, in its long-term accrued liabilities. For fiscal 2026, 2025 and 2024, the Company recognized a nominal expense in its Consolidated Statements of Income related to interest and penalties.

A reconciliation of the beginning and ending amount of the gross unrecognized tax benefits (exclusive of interest and penalties) is as follows (in thousands):

Balance at August 31, 2024	$	4,638
Additions for tax positions of the current year		1,202
Additions for tax positions of prior years		—
Reduction for tax positions of prior years		(1,826)
Statute expirations		(128)
Balance at August 30, 2025		3,886
Additions for tax positions of the current year		1,775
Additions for tax positions of prior years		765
Reduction for tax positions of prior years		(27)
Statute expirations		(799)
Balance at August 29, 2026	$	5,600

The Company has a significant portion of its operations in the U.S. and Canada. The Company is required to file federal income tax returns as well as state income tax returns in most of the U.S. states and in several Canadian provinces. At times, the Company is subject to audits in these jurisdictions, which typically are complex and can take several years to resolve. The final resolution of any such tax audits could result in either a reduction in the Company's accruals or an increase in its income tax provision, both of which could have a material impact on the consolidated results of operations in any given period.

All U.S. and Canadian federal income tax statutes have lapsed for filings up to and including fiscal years 2022 and 2018, respectively. With a few exceptions, the Company is no longer subject to state and local income tax examinations for periods prior to fiscal 2022. The Company is not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change significantly in the next 12 months.

5. Long-Term Debt

On August 12, 2025, the Company entered into an amended and restated $300.0 million unsecured revolving credit agreement, (the "Credit Agreement") with a syndicate of banks, which matures on August 12, 2030. Under the Credit Agreement, the Company is able to borrow funds at variable interest rates based on, at the Company's election, the Secured Overnight Financing Rate ("SOFR") or a base rate, plus in each case a spread based on the Company's consolidated funded debt ratio. Provided there is no default or event of default under the Credit Agreement and the Company is in compliance with its financial covenants on a pro forma basis, the Company may request an increase in the aggregate commitments under the Credit Agreement (in the form of revolving or term tranches) of up to an additional $100.0 million, for a total aggregate commitment of up to $400.0 million.

Availability of credit requires compliance with certain financial and other covenants, including a maximum consolidated funded debt ratio and minimum consolidated interest coverage ratio as defined in the Credit Agreement. The Company evaluates its compliance with these financial covenants on a fiscal quarterly basis. As of August 29, 2026, the interest rates applicable to the Company's borrowings under the Credit Agreement would be calculated as SOFR plus 1.00% at the time of the respective borrowing.

As of August 29, 2026, the Company had no outstanding borrowings and had outstanding letters of credit amounting to $101.3 million, leaving $198.7 million available for borrowing under the Credit Agreement.

As of August 29, 2026, the Company was in compliance with all covenants under the Credit Agreement.

6. Employee Benefit Plans

Defined Contribution Retirement Savings Plan

The Company has a defined contribution retirement savings plan with a 401(k) feature for all eligible U.S. and Canadian employees not under collective bargaining agreements. The Company matches a portion of the employee's contribution

and may make an additional contribution at its discretion. Contributions charged to expense under the plan for fiscal 2026, 2025 and 2024 were $15.9 million, $15.6 million and $20.3 million, respectively.

Pension Plan and Supplemental Executive Retirement Plan

The Company accounts for its pension plan and Supplemental Executive Retirement Plan on an accrual basis over employees' estimated service periods.

The Company maintains an unfunded Supplemental Executive Retirement Plan ("SERP") for certain eligible employees of the Company. The benefits are based on the employee's compensation upon retirement. The amount charged to expense related to this plan amounted to approximately $1.2 million, $1.6 million and $1.7 million for fiscal 2026, 2025 and 2024, respectively.

The Company maintains a non-contributory defined benefit pension plan ("UniFirst Plan") covering employees at one of its locations. The benefits are based on years of service. The UniFirst Plan assets are invested in a Guaranteed Deposit Account ("GDA") that is maintained and operated by a third-party investment manager. The amount charged to expense related to this plan amounted to approximately $0.2 million for fiscal 2026, 2025 and 2024.

Plan Termination

The UniFirst Plan was terminated during fiscal 2026. In connection with the termination, the Company remeasured the plan's benefit obligation using assumptions appropriate for a terminating plan, reflecting an expected mix of lump-sum and annuity settlements with participants. During fiscal 2026, the Company made lump-sum distributions and other settlement payments to a portion of plan participants, resulting in a settlement charge recognized in other expense, net, representing the proportionate recognition of previously unrecognized net actuarial losses in accordance with ASC 715-30. The Company expects to complete the distribution of substantially all remaining plan assets and settle the remaining benefit obligation during fiscal 2027. Completion of the plan termination will require recognition of the remaining unrecognized net actuarial loss and prior service cost as an additional settlement charge, the amount of which will depend on final participant distribution elections, annuity pricing and interest rates at the time of settlement. The Company does not expect the additional settlement charge to be material to its results of operations.

Net periodic benefit cost other than service costs have been recorded in the accompanying Consolidated Statements of Income in other expense, net.

The components of net periodic benefit cost for fiscal 2026, 2025 and 2024 are as follows (in thousands):

	UniFirst Plan			SERP		
	2026	2025	2024	2026	2025	2024
Service cost	$ 74	$ 73	$ 74	$ 274	$ 390	$ 405
Interest cost	133	148	159	1,224	1,239	1,255
Expected return on assets	(72)	(91)	(90)	—	—	—
Amortization of prior service cost	21	21	21	—	—	—
Amortization of actuarial gain	—	—	—	(322)	(41)	(116)
Other events	47	(10)	—	—	—	—
Net periodic benefit cost	$ 203	$ 141	$ 164	$ 1,176	$ 1,588	$ 1,544

The Company's obligations and funded status as of August 29, 2026 and August 30, 2025 are as follows (in thousands):

	UniFirst Plan		SERP	
	2026	2025	2026	2025
Change in benefit obligation:				
Projected benefit obligation, beginning of year	$ 3,004	$ 3,609	$ 23,479	$ 25,880
Service cost	74	73	274	390
Interest cost	133	148	1,224	1,239
Actuarial loss (gain)	152	3	(1,508)	(2,549)
Benefits paid	(19)	(37)	(1,614)	(1,481)
Settlements	(768)	(792)	—	—
Projected benefit obligation, end of year	$ 2,576	$ 3,004	$ 21,855	$ 23,479
Change in plan assets:				
Fair value of plan assets, beginning of year	$ 2,474	$ 3,108	$ —	$ —
Actual return on plan assets	(18)	27	—	—
Employer Contributions	197	168	—	—
Benefits paid	(19)	(37)	—	—
Settlements	(768)	(792)	—	—
Fair value of plan assets, end of year	$ 1,866	$ 2,474	$ —	$ —
Funded status (net amount recognized)	$ (710)	$ (530)	$ (21,855)	$ (23,479)

As of August 29, 2026 and August 30, 2025, the accumulated benefit obligations related to the UniFirst Plan were $2.6 million and $3.0 million, respectively. As of August 29, 2026 and August 30, 2025, the accumulated benefit obligations related to the SERP were $20.4 million and $21.7 million, respectively.

The amounts recorded on the Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025 are as follows (in thousands):

	UniFirst Plan		SERP	
	2026	2025	2026	2025
Deferred tax assets (liabilities)	$ 48	$ 4	$ (1,677)	$ (1,388)
Accrued liabilities	710	530	21,855	23,479
Accumulated other comprehensive (loss) income	(141)	(11)	4,969	4,071

As of August 29, 2026 and August 30, 2025, the amounts recognized in accumulated other comprehensive loss are as follows (in thousands):

	UniFirst Plan		SERP	
	2026	2025	2026	2025
Net actuarial (loss) gain	$ (159)	$ 36	$ 6,645	$ 5,459
Unrecognized prior service cost	(30)	(51)	—	—
Accumulated other comprehensive (loss) income	$ (189)	$ (15)	$ 6,645	$ 5,459

The weighted average assumptions used in calculating the Company's projected benefit obligation as of August 29, 2026 and August 30, 2025 are as follows:

	UniFirst Plan		SERP	
	2026	2025	2026	2025
Discount rate	6.0%	5.1%	5.9%	5.4%
Rate of compensation increase	N/A	N/A	5.0%	5.0%

The weighted average assumptions used in calculating the Company's net periodic service cost for fiscal 2026, 2025 and 2024 are as follows:

	UniFirst Plan			SERP		
	2026	2025	2024	2026	2025	2024
Discount rate	5.1%	5.1%	4.8%	5.4%	4.9%	5.2%
Expected return on plan assets	3.5%	3.5%	3.5%	N/A	N/A	N/A
Rate of compensation increase	N/A	N/A	N/A	5.0%	5.0%	5.0%

The benefit payments, which reflect expected future service, are expected to be paid for the five fiscal years subsequent to August 29, 2026 and thereafter are as follows (in thousands):

	UniFirst Plan	SERP
2027	$ 2,576	$ 1,725
2028	—	1,666
2029	—	1,745
2030	—	1,542
2031	—	1,641
Thereafter	—	13,536
Total benefit payments	$ 2,576	$ 21,855

Non-qualified Deferred Compensation Plan

The Company adopted the NQDC Plan effective on February 1, 2022. The NQDC Plan is an unfunded, non-qualified deferred compensation plan that allows eligible participants to voluntarily defer receipt of their salary and annual cash bonuses up to approved limits. In its discretion, the Company may credit one or more additional contributions to participant accounts. NQDC Plan participants who are not accruing benefits under the Supplemental Executive Retirement Plan are eligible to have discretionary annual employer contributions credited to their NQDC Plan accounts. All participants are also eligible to have employer supplemental contributions and employer discretionary contributions credited to their NQDC Plan accounts. The amounts of such contributions, if any, may differ from year to year and from participant to participant.

The amounts for employee or employer contributions charged to expense related to the NQDC Plan for fiscal 2026, fiscal 2025 and fiscal 2024, were $1.3 million, $1.0 million and $0.8 million, respectively.

The Company, at its discretion, may also elect to transfer funds to a trust account with the intention to fund the future liability. Total NQDC Plan assets were $5.7 million and $4.7 million as of August 29, 2026 and August 30, 2025, respectively, and are included within other long-term assets in the accompanying Consolidated Balance Sheets. Total NQDC Plan liabilities were $3.7 million and $2.8 million as of August 29, 2026 and August 30, 2025, respectively, and are included within current accrued liabilities in the accompanying Consolidated Balance Sheets.

Earnings and losses on contributions, based on investment elections, are recorded as a component of compensation expense in the period earned and are included within other (income) expense, net. For fiscal 2026, fiscal 2025, and fiscal 2024 other income was $0.6 million, $0.4 million and $0.6 million, respectively.

7. Goodwill and Other Intangible Assets

When the Company acquires a business, the amount assigned to the tangible assets and liabilities and intangible assets acquired is based on their respective fair values determined as of the acquisition date. The excess of the purchase price over the tangible assets and liabilities and intangible assets is recorded as goodwill. The Company does not amortize goodwill, but it is reviewed annually or more frequently if certain indicators arise, for impairment. There were no impairment losses related to goodwill or intangible assets during fiscal 2026, 2025 and 2024.

The changes in the carrying amount of goodwill are as follows (in thousands):

Balance as of August 31, 2024	$	648,850
Goodwill recorded during the period		8,935
Other		(37)
Balance as of August 30, 2025	$	657,748
Goodwill recorded during the period		17,690
Other		(53)
Balance as of August 29, 2026	$	675,385

As of August 29, 2026, the Company has allocated $651.3 million, $20.3 million and $3.8 million of goodwill to its Uniform & Facility Service Solutions, First Aid & Safety Solutions and Other segments, respectively.

Intangible assets, net in the Company's Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025 are as follows (in thousands):

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
August 29, 2026			
Customer contracts	$ 323,998	$ 257,365	$ 66,633
Software	77,723	54,850	22,873
Other intangible assets	40,278	39,733	545
	$ 441,999	$ 351,948	$ 90,051
August 30, 2025			
Customer contracts	$ 318,148	$ 243,364	$ 74,784
Software	81,659	52,355	29,304
Other intangible assets	40,003	38,262	1,741
	$ 439,810	$ 333,981	$ 105,829

Estimated amortization expense for the five fiscal years subsequent to August 29, 2026 and thereafter, based on intangible assets, net as of August 29, 2026 are as follows (in thousands):

2027	$	18,548
2028		16,384
2029		14,153
2030		12,207
2031		8,822
Thereafter		19,937
Total estimated amortization expense	$	90,051

8. Accrued Liabilities

Accrued liabilities in the Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025 consists of the following (in thousands):

	August 29, 2026	August 30, 2025
Current liabilities:		
Payroll and benefit related	$ 48,876	$ 46,901
Bonuses	29,705	23,505
Insurance related	39,341	36,079
Environmental related	15,958	16,243
Other	60,875	54,175
Total current liabilities	$ 194,755	$ 176,903
Long-term liabilities:		
Benefit related	$ 20,102	$ 22,271
Environmental related	14,402	14,409
Asset retirement obligations	19,492	18,524
Insurance related	69,133	73,350
Total long-term liabilities	$ 123,129	$ 128,554
Total accrued liabilities	$ 317,884	$ 305,457

9. Asset Retirement Obligations

Asset retirement obligations generally result from legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and/or the normal operation of a long-lived asset. Accordingly, the Company recognizes asset retirement obligations in the period in which they are incurred if a reasonable estimate of fair value can be made. The associated asset retirement costs are capitalized as part of the carrying amount of the long-lived asset. The Company continues to depreciate, on a straight-line basis, the amount added to property, plant and equipment and recognizes accretion expense in connection with the discounted liability over the various remaining lives which range from approximately one to eighteen years.

The Company recognized as a liability the present value of the estimated future costs to decommission its nuclear laundry facilities. The estimated liability is based on historical experience in decommissioning nuclear laundry facilities, estimated useful lives of the underlying assets, external vendor estimates as to the cost to decommission these assets in the future, and federal and state regulatory requirements. The estimated current costs have been adjusted for the estimated impact of inflation at 3% per year, and the liability has been discounted to present value using a credit-adjusted risk-free rate.

Revisions to the liability could occur due to changes in the Company’s estimated useful lives of the underlying assets, estimated dates of decommissioning, changes in decommissioning costs, changes in federal or state regulatory guidance on the decommissioning of such facilities, or other changes in estimates. Changes due to revised estimates are recognized by adjusting the carrying amount of the liability and the related long-lived asset if the assets are still in service, or charged to expense in the period if the assets are no longer in service.

A reconciliation of the Company's asset retirement liabilities for fiscal 2026 and 2025 are as follows (in thousands):

Year ended	August 29, 2026	August 30, 2025
Beginning balance	$ 18,524	$ 17,929
Accretion expense	1,072	875
Effect of exchange rate changes	(40)	271
Costs incurred	(64)	—
Change in estimate	—	(551)
Ending balance	$ 19,492	$ 18,524

The Company's asset retirement obligations are included in long-term accrued liabilities in the accompanying Consolidated Balance Sheets.

10. Commitments and Contingencies

Lease Commitments

The Company has operating leases for certain operating facilities, vehicles and equipment, which provide the right to use the underlying asset and require lease payments over the term of the lease. Each new contract is evaluated to determine if an arrangement contains a lease and whether that lease meets the classification criteria of a finance or operating lease. All identified leases are recorded on the Consolidated Balance Sheets with a corresponding operating lease right-of-use asset, net, representing the right to use the underlying asset for the lease term and the operating lease liabilities representing the obligation to make lease payments arising from the lease. Short-term operating leases, which have an initial term of twelve months or less, are not recorded on the Consolidated Balance Sheets.

Operating lease right-of-use assets, net and operating lease liabilities are recognized at the commencement date of the lease based on the present value of lease payments over the lease term and include options to extend or terminate the lease when they are reasonably certain to be exercised. The present value of lease payments is determined primarily by using the incremental borrowing rate based on the information available as of the lease commencement date. Lease expense for operating leases is recorded on a straight-line basis over the lease term and variable lease costs are recorded as incurred. Both lease expense and variable lease costs are primarily recorded in cost of revenues on the Company's Consolidated Statements of Income. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

The following table presents the operating lease cost and information related to the operating lease right-of-use assets, net and operating lease liabilities for fiscal 2026, 2025 and 2024:

(In thousands, except lease term and discount rate)	2026	2025	2024
Lease cost:			
Operating lease costs including short-term lease expense and variable lease costs, which were immaterial in the period	$ 27,424	$ 26,858	$ 25,866
Operating cash flow impacts:			
Cash paid for amounts included in the measurement of operating lease liabilities	$ 21,429	$ 20,640	$ 20,083
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	$ 26,284	$ 20,374	$ 19,511
Weighted average remaining lease term - operating leases	5.32	5.11	4.70
Weighted average discount rate - operating leases	5.05%	5.16%	4.74%

Total rent expense on all leases was $23.0 million, $22.7 million and $21.8 million for fiscal 2026, 2025 and 2024, respectively.

The contractual future minimum lease payments of the Company's operating lease liabilities by fiscal year as of August 29, 2026 are as follows (in thousands):

2027	$	22,419
2028		19,860
2029		15,939
2030		12,344
2031		9,752
Thereafter		17,114
Total payments		97,428
Less interest		16,283
Total present value of lease payments	$	81,145

Environmental and Legal Contingencies

The Company and its operations are subject to various federal, state and local laws and regulations governing, among other things, air emissions, wastewater discharges, and the generation, handling, storage, transportation, treatment and disposal of hazardous wastes and other substances. In particular, industrial laundries currently use and must properly dispose of detergent wastewater and other residues, and, in the past, used perchloroethylene and other dry-cleaning solvents. The Company is attentive to the environmental concerns surrounding the disposal of these materials and has, through the years, taken measures to avoid their improper disposal. The Company has settled, or contributed to the settlement of, past actions or claims brought against the Company relating to the disposal of hazardous materials at several sites and there can be no assurance that the Company will not have to expend material amounts to remediate the consequences of any such disposal in the future.

U.S. GAAP requires that a liability for contingencies be recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Significant judgment is required to determine the existence of a liability, as well as the amount to be recorded. The Company regularly consults with attorneys and outside consultants in its consideration of the relevant facts and circumstances before recording a contingent liability. Changes in enacted laws, regulatory orders or decrees, management's estimates of costs, risk-free interest rates, insurance proceeds, participation by other parties, the timing of payments, the input of the Company's attorneys and outside consultants or other factual circumstances could have a material impact on the amounts recorded for environmental and other contingent liabilities.

Under environmental laws, an owner or lessee of real estate may be liable for the costs of removal or remediation of certain hazardous or toxic substances located on, or in, or emanating from, such property, as well as related costs of investigation and property damage. Such laws often impose liability without regard to whether the owner or lessee knew of, or was responsible for, the presence of such hazardous or toxic substances. There can be no assurances that acquired or leased locations have been operated in compliance with environmental laws and regulations or that future uses or conditions will not result in the imposition of liability upon the Company under such laws or expose the Company to third-party actions such as tort suits. The Company continues to address environmental conditions under terms of consent orders negotiated with the applicable environmental authorities or otherwise with respect to certain sites.

The Company has accrued certain costs related to ongoing and potential future environmental investigation, monitoring and remediation activities at certain sites, as it has been determined that the costs are probable and can be reasonably estimated.

The Company routinely reviews and evaluates sites that may require remediation and monitoring and determines its estimated costs based on various estimates and assumptions. These estimates are developed using its internal sources or by third party environmental engineers or other service providers. Internally developed estimates are based on:

- Management's judgment and experience in remediating and monitoring the Company's sites;
- Information available from regulatory agencies as to costs of remediation and monitoring;
- The number, financial resources and relative degree of responsibility of other potentially responsible parties ("PRPs") who may be liable for remediation and monitoring of a specific site; and
- The typical allocation of costs among PRPs.

There is usually a range of reasonable estimates of the costs associated with each site. In accordance with U.S. GAAP, the Company's accruals reflect the amount within the range that it believes is the best estimate or the low end of a range of estimates if no point within the range is a better estimate. Where it believes that both the amount of a particular liability and the timing of the payments are reliably determinable, the Company adjusts the cost in current dollars using a rate of 3% for inflation until the time of expected payment and discounts the cost to present value using current risk-free interest rates. As of August 29, 2026, the risk-free interest rate utilized by the Company was approximately 5.22%.

For environmental liabilities that have been discounted, the Company includes interest accretion, based on the effective interest method, in selling and administrative expenses on the accompanying Consolidated Statements of Income.

The changes to the Company's environmental liabilities for fiscal 2026 and 2025 are as follows (in thousands):

Year ended	**August 29, 2026**	**August 30, 2025**
Beginning balance	$ 30,652	$ 31,255
Costs incurred for which reserves have been provided	(2,336)	(2,532)
Insurance (premiums) proceeds	(419)	246
Interest accretion	1,404	1,280
Changes in discount rates	(553)	(1,332)
Revisions in estimates	1,612	1,735
Ending balance	$ 30,360	$ 30,652

Anticipated payments and insurance proceeds of currently identified environmental remediation liabilities as of August 29, 2026, for the next five fiscal years and thereafter, as measured in current dollars, are reflected below (in thousands):

Fiscal year ended August	**2027**	**2028**	**2029**	**2030**	**2031**	**Thereafter**	**Total**
Estimated costs—current dollars	$ 16,163	$ 2,504	$ 1,768	$ 1,684	$ 1,744	$ 15,160	$ 39,023
Estimated insurance proceeds	(181)	(150)	(150)	(150)	(150)	—	(781)
Net anticipated costs	$ 15,982	$ 2,354	$ 1,618	$ 1,534	$ 1,594	$ 15,160	$ 38,242
Effect of inflation							8,105
Effect of discounting							(15,987)
Balance as of August 29, 2026							$ 30,360

Estimated insurance proceeds are primarily obtained from an annuity received as part of a legal settlement with an insurance company. Annual proceeds less premiums of approximately $0.3 million are deposited into an escrow account which funds remediation and monitoring costs for two sites related to former operations. Annual proceeds received but not expended in the current year accumulate in this account and may be used in future years for costs related to this site through the year 2027. As of August 29, 2026, the balance in this escrow account, which is held in a trust and is not recorded in the Company's accompanying Consolidated Balance Sheets, was approximately $6.0 million. Also included in estimated insurance proceeds are amounts the Company is entitled to receive pursuant to legal settlements as reimbursements from three insurance companies for estimated costs at one of its sites.

The Company's nuclear garment decontamination facilities are licensed by respective state agencies, as delegated authority by the Nuclear Regulatory Commission (the "NRC") pursuant to the NRC's Agreement State program and are subject to applicable federal and state radioactive material regulations. In addition, the Company's international locations (Canada, the United Kingdom and the European Union) are regulated by equivalent respective jurisdictional authorities. There can be no assurance that such regulation will not lead to material disruptions in the Company's garment decontamination business.

From time to time, the Company is also subject to legal and regulatory proceedings and claims arising from the conduct of its business operations, including but not limited to, personal injury claims, customer contract matters, employment claims and environmental matters as described above.

In addition, in the fourth quarter of fiscal 2022, the Mexican federal tax authority issued a tax assessment on the Company's subsidiary in Mexico for import taxes from the fiscal year ended August 27, 2016, value added taxes and customs processing fees of over $17.0 million, plus surcharges, fines and penalties of $67.7 million, for a total assessment of $84.7 million. The Company challenged the validity of the tax assessment through administrative and judicial proceedings. In the first quarter of fiscal 2025, the Federal Tax Court in Mexico issued a ruling partially in the Company's favor. Following subsequent judicial proceedings, the judgment became final and binding in fiscal 2026, requiring the Mexican federal tax authority to issue a revised assessment. Consequently, the tax authority issued a new assessment of approximately $4.16 million, which the Company subsequently challenged through a complaint alleging defective and/or excessive compliance with the judgment. These proceedings remain pending. Based on the information currently available, the Company determined that a loss of approximately $2.0 million is probable and recorded an accrual for such estimated liability in its Consolidated Financial Statements for the fourth quarter of fiscal 2026. The Company is unable to ascertain the ultimate outcome of the remaining disputed amount and believes that any additional loss beyond the recorded accrual is neither probable nor remote; accordingly, the Company is unable to reasonably estimate the amount or range of any such additional loss.

While it is impossible for the Company to ascertain the ultimate legal and financial liability with respect to contingent liabilities, including lawsuits and environmental contingencies, the Company believes that the aggregate amount of such liabilities, if any, in excess of amounts covered by insurance have been properly accrued in accordance with U.S. GAAP. It is possible, however, that the future financial position and/or results of operations for any particular future period could be materially affected by changes in the Company's assumptions or strategies related to these contingencies or changes out of the Company's control.

Other Contingent Liabilities

As security for certain agreements with the NRC and various state agencies related to the nuclear operations (see above) and certain insurance programs, the Company had standby irrevocable bank commercial letters of credit of $101.3 million and $106.7 million outstanding as of August 29, 2026 and August 30, 2025, respectively.

Non-cancellable purchase commitments for inventories, software, and services amounted to $102.0 million as of August 29, 2026, of which $73.9 million will be paid in less than one year, $25.8 million will be paid in one to three years, and the remaining will be paid in three to five years.

11. Share-Based Compensation

The Company adopted an equity incentive plan (the "2023 Plan") in October 2023 and reserved 375,000 shares of Common Stock for issuance under the 2023 Plan. The 2023 Plan, which was approved by the Company's shareholders in January 2024, replaced the Company's 2010 stock incentive plan (the "2010 Plan"). Upon approval of the 2023 Plan by the Company's shareholders, no further awards may be granted under the 2010 Plan. The 2023 Plan permits the award of incentive and non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units and unrestricted stock (collectively referred to as "Share-Based Awards") as well as dividend equivalent rights and cash-based awards. As of August 29, 2026, the number of remaining shares available for future grants under the 2023 Plan was 312,887. Share-based compensation expense, which includes expense related to Share-Based Awards, has been recorded in the accompanying Consolidated Statements of Income in selling and administrative expenses.

All Share-Based Awards issued to management were recommended to the Board of Directors by the Compensation Committee and approved by the Board of Directors. All Share-Based Awards issued to the Company's non-employee members of the Board of Directors (the "Directors") were recommended to the Board of Directors by the Compensation Committee and approved by the Board of Directors.

In fiscal 2026, 2025 and 2024, the Company granted a total of 1,725, 1,662 and 1,475 shares of fully vested unrestricted stock, respectively, to its non-employee Directors. Accordingly, compensation expense related to the unrestricted stock granted in each of fiscal 2026, 2025 and 2024 was recognized on the date of grant.

In fiscal 2026, 2025 and 2024, the Company granted a total of 4,935, 4,938 and 5,004 stock appreciation rights, respectively, to its non-employee Directors. Such stock appreciation rights were fully vested upon grant, expire on the earlier of the eighth anniversary of the grant date or the second anniversary of the date that the Director ceases to be a member of the Board of Directors and must be settled in stock at the time of exercise. Accordingly, compensation expense related to the stock appreciation rights was recognized on the date of grant.

As of August 29, 2026, the total compensation cost not yet recognized related to non-vested Share-Based Awards was approximately $16.7 million. The weighted average period over which compensation cost for Share-Based Awards will be recognized is 1.81 years.

All stock appreciation rights issued to employees were granted with an exercise price equal to the fair value of the Company's Common Stock on the date of grant. Stock appreciation rights generally vest one-third on each anniversary of the grant date over a three-year period and expire ten years after the grant date. Share-Based Awards granted to the Company's non-employee Directors were fully vested as of the date of grant. Non-employee Director Share-Based Award grants in the form of stock appreciation rights expire on the earlier of the eighth anniversary of the grant date or the second anniversary of the date that the Director ceases to be a member of the Board of Directors.

Time-based restricted stock units granted to employees generally vest one-third on each anniversary of the grant date over a three-year period. Generally, performance-based restricted stock units granted to employees are earned based on whether and the extent to which the Company achieves certain revenue and operating margin targets.

The fair value of each stock appreciation right is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions used:

Year ended	2026	2025	2024
Risk-free interest rate	3.79%	4.26%	4.85%
Expected dividend yield	0.82%	0.70%	0.80%
Expected life (in years)	5.69	5.65	5.54
Expected volatility	31.8%	29.8%	29.4%

The weighted average fair value of Share-Based Awards granted in the form of stock appreciation rights during fiscal years 2026, 2025 and 2024 were $57.82, $64.32 and $55.97, respectively.

The following table summarizes the Share-Based Awards activity in the form of stock options and stock appreciation rights for fiscal 2026:

	Number of Shares	Weighted Average Exercise Price
Outstanding at August 30, 2025	268,384	$ 172.81
Granted	42,600	169.50
Expired	(15,583)	189.93
Exercised	(60,975)	148.12
Forfeited	(307)	154.35
Outstanding at August 29, 2026	234,119	177.52
Exercisable at August 29, 2026	154,929	178.13

The following table summarizes the Share-Based Awards activity in the form of restricted stock units for fiscal 2026:

	Number of Shares	Weighted Average Grant Price
Unvested balance at August 30, 2025	136,397	$ 180.81
Granted	73,181	163.29
Vested	(59,415)	182.87
Forfeited	(7,341)	166.87
Unvested balance at August 29, 2026	142,822	$ 171.69

As described in Note 1, "Summary of Significant Accounting Policies," under "Merger Agreement," the Merger Agreement provides that, at the effective time of the First Merger, outstanding restricted stock unit awards, performance-based restricted stock unit awards and stock appreciation rights will be treated as either terminating or continuing awards, each as described in the Merger Agreement. Terminating awards will be canceled and converted into the right to receive the Merger Consideration, except that a terminating stock appreciation right whose exercise price exceeds the Company Final Price will be canceled for no consideration. Continuing awards will be assumed by Cintas and converted into Cintas restricted stock unit awards or stock-settled appreciation rights, with the number of shares and, for stock appreciation rights, the exercise price adjusted using the Equity Award Conversion Ratio. The number of shares subject to performance-based restricted stock units will be based on the Deemed Performance Level, and continuing awards will remain subject to time-based but not performance-based vesting conditions. As of August 29, 2026, the Mergers had not been completed, and no share-based compensation expense has been recorded as a result of the treatment of Share-Based Awards under the Merger Agreement. The unrecognized compensation cost and weighted average recognition period disclosed above do not reflect any effect of the completion of the Mergers.

12. Shareholders' Equity

The Company has two classes of common stock: Common Stock and Class B Common Stock. Each share of Common Stock is entitled to one vote, is freely transferable, and is entitled to a cash dividend equal to 125% of any cash dividend paid on each share of Class B Common Stock. Each share of Class B Common Stock is entitled to ten votes and can be converted to Common Stock on a share-for-share basis. However, until converted to Common Stock, shares of Class B Common Stock are not freely transferable. During fiscal 2025, 39,030 shares of Class B Common Stock were converted to Common Stock. No such conversions occurred during fiscal 2026 and 2024.

On October 24, 2023, the Company's Board of Directors authorized a new share repurchase program to repurchase up to $100.0 million of its outstanding shares of Common Stock, inclusive of the amount which remained available under the existing share repurchase program approved on October 18, 2021. On April 8, 2025, the Company's Board of Directors authorized a new share repurchase program to repurchase up to $100.0 million of its outstanding shares of Common Stock, inclusive of the amount which remained available under the existing share repurchase program approved in 2023. Repurchases from time to time under the new program, if any, will be made in either the open market or in privately negotiated transactions. The timing, manner, price and amount of any repurchases will depend on a variety of factors, including economic and market conditions, the Company stock price, corporate liquidity requirements and priorities, applicable legal requirements and other factors. The share repurchase program has been funded to date with the Company's available cash and will be funded in the future using the Company's available cash or capacity under its Credit Agreement and may be suspended or discontinued at any time.

The Company repurchased 194,100 shares for an average price per share of $163.18 in fiscal 2026, 402,415 shares for an average price per share of $178.81 in fiscal 2025, and 139,556 shares for an average price per share of $170.40 in fiscal 2024 under the share repurchase program. As of August 29, 2026, there was $8.9 million remaining to repurchase outstanding shares of Common Stock under the existing program.

13. Accumulated Other Comprehensive Loss

The changes in each component of accumulated other comprehensive loss for fiscal 2026 and 2025 are as follows (in thousands):

	Foreign Currency Translation	Pension-related (1)	Derivative Financial Instruments (1)	Total Accumulated Other Comprehensive Loss
Balance as of August 31, 2024	$ (25,966)	$ 2,234	$ 88	$ (23,644)
Change during the year	10	1,877	(28)	1,859
Balance as of August 30, 2025	(25,956)	4,111	60	(21,785)
Change during the year	(677)	733	(60)	(4)
Balance as of August 29, 2026	$ (26,633)	$ 4,844	$ —	$ (21,789)

(1) Amounts are shown net of tax.

Amounts reclassified from accumulated other comprehensive loss, net of tax, for fiscal 2026 and 2025 are as follows (in thousands):

Year ended	2026	2025
Pension benefit liabilities, net:		
Actuarial loss (gain) [(a)]	$ (16)	$ (16)
Total, net of tax	(16)	(16)
Derivative financial instruments, net:		
Forward contracts loss (gain) [(b)]	102	121
Total, net of tax	102	121
Total amounts reclassified, net of tax	$ 86	$ 105

(a) Amounts included in selling and administrative expenses in the accompanying Consolidated Statements of Income.
(b) Amounts included in revenues in the accompanying Consolidated Statements of Income.

14. Segment Reporting

Operating segments are identified as components of an enterprise for which separate discrete financial information is available for evaluation by the chief operating decision-maker, or decision-making group, in making decisions on how to allocate resources and assess performance.

The Company reports its operations through three reportable operating segments: Uniform & Facility Service Solutions, First Aid & Safety Solutions and Other.

Uniform & Facility Service Solutions: This reporting segment designs, manufactures, purchases, rents, cleans, delivers and sells uniforms and protective clothing and non-garment items in the U.S. and Canada. The segment, through our cleanroom operations, also purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for cleanroom applications and provides cleanroom cleaning at limited customer locations. Additionally, Uniform & Facility Service Solutions consists of our distribution center, sales and marketing, information systems, engineering, materials management, manufacturing planning, finance, budgeting, human resources, other general and administrative costs and interest expense.

First Aid & Safety Solutions: This reporting segment sells first aid cabinet services, non-prescription medicines and safety supplies, and provides certain safety training to end users and wholesalers.

Other: This reporting segment consists of our nuclear garment decontamination business. The segment purchases, rents, cleans, delivers and sells specialty garments and non-garment items primarily for nuclear applications.

The Company's chief operating decision maker (the "CODM") is the Chief Executive Officer. The modifications to the Company's reporting segments reflect how the CODM assesses performance and allocates resources. The CODM uses segment revenues and segment U.S. GAAP operating income to assess performance and allocate resources. The CODM uses this information, which includes a comparison of segment results to historical periods and budget, to guide decisions on how to allocate resources, to evaluate operating performance, generate future operating plans and make strategic decisions regarding the allocation of capital.

All financial information presented in this Annual Report on Form 10-K has been recast to reflect this segment structure for all periods presented. For additional information regarding this recast, refer to the Company's Current Report on Form 8-K filed with the SEC on October 17, 2025. Asset information is not utilized by the CODM for purposes of assessing performance or allocating resources, and therefore such information has not been presented.

Selling and administrative expenses of the Uniform & Facility Service Solutions segment in fiscal 2026 include approximately $37.2 million of Transaction-related Costs (as defined in Note 2) associated with the Merger Agreement with Cintas, consisting primarily of legal, advisory and other professional service fees. There were no such costs in fiscal 2025 or fiscal 2024.

The following table includes the Company's financial results by reportable segment, including segment revenues, significant segment expenses (which includes cost of revenues, selling and administrative expenses, and depreciation and amortization), and segment operating income for the periods indicated (in thousands):

As of and for the year ended August 29, 2026	Uniform & Facility Service Solutions	First Aid & Safety Solutions	Other	Total
Revenues	$ 2,295,801	$ 127,023	$ 100,406	$ 2,523,230
Cost of revenues	1,452,567	83,130	64,584	1,600,281
Selling and administrative expenses	583,169	43,291	18,453	644,913
Depreciation and amortization	133,725	5,191	3,076	141,992
Operating Income	$ 126,340	$ (4,589)	$ 14,293	$ 136,044
Capital expenditures	$ 123,855	$ 2,790	$ 7,874	$ 134,519

As of and for the year ended August 30, 2025	Uniform & Facility Service Solutions	First Aid & Safety Solutions	Other	Total
Revenues	$ 2,218,562	$ 114,586	$ 99,204	$ 2,432,352
Cost of revenues	1,403,133	75,027	64,240	1,542,400
Selling and administrative expenses	513,507	34,891	16,701	565,099
Depreciation and amortization	133,420	3,815	3,120	140,355
Operating Income	$ 168,502	$ 853	$ 15,143	$ 184,498
Capital expenditures	$ 147,265	$ 5,035	$ 2,045	$ 154,345

As of and for the year ended August 31, 2024	Uniform & Facility Service Solutions	First Aid & Safety Solutions	Other	Total
Revenues	$ 2,224,030	$ 106,271	$ 97,130	$ 2,427,431
Cost of revenues	1,444,437	73,281	62,117	1,579,835
Selling and administrative expenses	475,735	31,379	15,472	522,586
Depreciation and amortization	134,831	3,443	3,158	141,432
Operating Income	$ 169,027	$ (1,832)	$ 16,383	$ 183,578
Capital expenditures	$ 153,480	$ 3,169	$ 3,768	$ 160,417

The following table sets forth a reconciliation of total segment operating income to consolidated net income for fiscal 2026, 2025 and 2024 (in thousands):

	August 29, 2026	August 30, 2025	August 31, 2024
Total segment operating income	$ 136,044	$ 184,498	$ 183,578
Interest income, net	(7,234)	(9,770)	(7,242)
Other expense (income), net	1,205	(1,107)	1,441
Income before income taxes	142,073	195,375	189,379
Provision for income taxes	32,583	47,104	43,905
Net income	$ 109,490	$ 148,271	$ 145,474

The Company's long-lived assets as of August 29, 2026 and August 30, 2025 and revenues and income before income taxes for fiscal 2026, 2025 and 2024 were attributed to the following countries (in thousands):

Long-lived assets as of:	August 29, 2026	August 30, 2025
U.S.	$ 1,787,077	$ 1,763,658
Europe, Canada, Mexico and Nicaragua [1]	114,839	89,894
Total	$ 1,901,916	$ 1,853,552

Revenues for fiscal years:	2026	2025	2024
U.S.	$ 2,321,589	$ 2,245,894	$ 2,237,295
Europe and Canada [1]	201,641	186,458	190,136
Total	$ 2,523,230	$ 2,432,352	$ 2,427,431

Income before income taxes for fiscal years:	2026	2025	2024
U.S.	$ 137,671	$ 177,041	$ 178,895
Europe, Canada, Mexico and Nicaragua [1]	4,402	18,334	10,484
Total	$ 142,073	$ 195,375	$ 189,379

(1) No country other than the U.S. accounts for greater than 10% of total long-lived assets, revenues or income before income taxes.

15. Related Party

During fiscal 2026, 2025, and 2024, the Company recognized $1.7 million, $1.7 million, and $1.5 million, respectively, of revenues with a company for which a member of the Company's Board of Directors served as a senior officer for such periods.

During fiscal 2024, the Company recognized $2.1 million of expense with a company for which a member of the Company's Board of Directors served as a senior officer throughout such period. Such member of the Board of Directors is no longer an executive officer of the Company, and as a result, no such expenses were categorized as related party during fiscal 2026 and fiscal 2025.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of UniFirst Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of UniFirst Corporation and subsidiaries (the "Company") as of August 29, 2026 and August 30, 2025, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the three years in the period ended August 29, 2026, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at August 29, 2026, and August 30, 2025, and the results of its operations and its cash flows for each of the three years in the period ended August 29, 2026, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of August 29, 2026, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated October 27, 2026 expressed an adverse opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Self-Insured Workers' Compensation, Vehicles and General Liability Insurance-related Accruals

Description of the Matter

As disclosed in Note 8 to the Company's consolidated financial statements, as of August 29, 2026, the Company had recognized current and long-term insurance related liabilities of $39.3 million and $69.1 million, respectively. As discussed in Note 1 to the Company's consolidated financial statements, the Company is self-insured for certain obligations related to workers' compensation, vehicles and general liability programs and judgments and estimates are used by the Company in determining the potential value associated with reported claims and for events that have occurred but have not been reported.

Auditing management's estimate of the portion of the insurance related liabilities related to workers' compensation, vehicles and general liability is highly judgmental due to the significant estimation uncertainty in the potential values of reported claims and incurred but not reported claims and the application of management judgment in assessing the methodologies and certain assumptions used in making those estimates. The reserve estimate relies on inputs such as historical claims experience and other factors to estimate the liability for reported claims and to estimate the value of claims that have been incurred but have not been reported.

How We Addressed the Matter in Our Audit

To audit the self-insurance accrual, our procedures included, among others, assessing the methodologies used to estimate the insurance reserve, performing testing of significant inputs including transactional testing over the completeness and accuracy of historical claims data and vouching payments made to third parties. In addition, we compared the Company's contractual self-insured retentions, deductibles, and coverage limits within the estimation to the Company's contractual agreements. Furthermore, we involved our actuarial specialists in evaluating the methodologies used by management to determine the estimate of the reserve. We also compared the Company's estimate of the reserve amount to a range which our actuarial specialist developed based on independently selected actuarial methodologies and assumptions.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Boston, Massachusetts
October 27, 2026

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

As required by Rule 13a-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, solely as a result of the material weakness identified by management and described below, our disclosure controls and procedures were not effective to ensure that material information relating to the Company required to be disclosed by the Company in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and to ensure that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurances of achieving the desired control objectives, and management necessarily was required to apply its judgment in designing and evaluating the controls and procedures. We continue to review our disclosure controls and procedures, and our internal control over financial reporting, and may from time to time make changes aimed at enhancing their effectiveness and to ensure that our systems evolve with our business.

Changes in Internal Control over Financial Reporting

Except for the material weakness identified by management and described below, there were no changes in our internal control over financial reporting during the quarter ended August 29, 2026 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

Management's Responsibility for Financial Statements

Our management is responsible for the preparation, integrity and objectivity of our Consolidated Financial Statements and other financial information contained in our Annual Report on Form 10-K. Those Consolidated Financial Statements were prepared in conformity with accounting principles generally accepted in the United States. In preparing those Consolidated Financial Statements, management was required to make certain estimates and judgments, which are based upon currently available information and management's view of current conditions and circumstances.

The Audit Committee of our Board of Directors, which consists solely of independent directors, oversees our process of reporting financial information and the audit of our Consolidated Financial Statements. The Audit Committee stays informed of our financial condition and regularly reviews management's financial policies and procedures, the independence of our independent auditors, our internal control over financial reporting and the objectivity of our financial reporting. Our independent registered public accounting firm has full access to the Audit Committee and meets with the Audit Committee periodically, both with and without management present.

We have retained Ernst & Young LLP, an independent registered public accounting firm, to audit our Consolidated Financial Statements found in this Annual Report on Form 10-K for the year ended August 29, 2026. We have made available to Ernst & Young LLP all of our financial records and related data in connection with their audit of our Consolidated Financial Statements.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Management has assessed the effectiveness of our internal control over

financial reporting as of August 29, 2026. In making its assessment, management has utilized the criteria set forth by the Committee of Sponsoring Organizations ("COSO") of the Treadway Commission in *Internal Control—Integrated Framework* (2013 Framework). Management concluded that based on its assessment, our internal control over financial reporting was not effective as of August 29, 2026.

Material Weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis.

As disclosed in Part II, Item 9A of our Annual Report on Form 10-K for fiscal 2025, we previously identified a material weakness related to deficiencies in our manage change and manage access processes ("ITGCs") that were not designed and operating effectively. As of the end of fiscal 2025, these deficiencies related to our CRM system which affected revenue and receivables as well as a group of legacy applications which affected revenue and receivables, inventory and merchandise in service. While we worked during fiscal 2026 to remediate the previously identified material weakness, we were unable to fully remediate the material weakness prior to the end of fiscal 2026. However, we continued to make significant progress in remediating the design and operating effectiveness of our control environment and successfully addressed the ITGCs for the applications affecting revenue and receivables, including our CRM system. At the end of fiscal 2026, the material weakness had been further narrowed to deficiencies related to applications affecting inventory and merchandise in service, including our new Warehouse Management System ("WMS") and a group of legacy applications affecting these accounts.

Consequently, our automated and manual business process controls for inventory and merchandise in service that rely upon information from the IT systems were also deemed ineffective because they could have been adversely impacted.

Our independent registered accounting firm, Ernst & Young LLP, has issued an adverse audit report on the effectiveness of our internal control over financial reporting as of August 29, 2026, which is included in Item 8 of this Annual Report on Form 10-K. As a result of the identification of the material weakness, and prior to filing this Annual Report, along with our auditors, we performed further analysis and completed additional procedures intended to ensure our consolidated financial statements for the years ended August 29, 2026 and August 30, 2025 fairly present in all material respects the financial condition, results of operations and cash flows of the Company and have been prepared in accordance with generally accepted accounting principles. Based on these procedures and analysis, and notwithstanding the material weakness in our internal control over financial reporting, our management has concluded that our consolidated financial statements and related notes thereto included in this Annual Report fairly present in all material respects the financial condition, results of operations and cash flows of the Company and have been prepared in accordance with generally accepted accounting principles. Our Chief Executive Officer and Chief Financial Officer have certified that, based on each such officer's knowledge, the financial statements, as well as the other financial information included in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this Annual Report. Ernst & Young LLP has issued an unqualified opinion on our financial statements, which is included in Part IV of this Annual Report on Form 10-K.

Remediation

Our management remains committed to maintaining a strong internal control environment. In fiscal 2026, as a continuation of our ongoing remediation efforts we further (i) invested in resources to enhance oversight of our IT system implementation, access and change processes, (ii) strengthened our internal policies related to ITGCs, and (iii) focused on training and awareness programs addressing ITGCs and policies, including further education of control owners regarding the principles and requirements of each control.

As a result of these efforts, we continued to make significant progress in remediating previously identified deficiencies in our control environment and we successfully addressed the ITGCs for the applications affecting revenue and receivables, including our CRM system.

At the end of fiscal 2026, the material weakness had been further narrowed to deficiencies related to applications affecting inventory and merchandise in service, including our new WMS and a group of legacy applications. We could not conclude that the ITGCs over these applications were effective primarily due to the limited number of instances to test. However, we believe we made significant progress during the year and believe we have properly designed controls over these systems

such that they can be tested throughout fiscal 2027. While unanticipated delays and complexities may extend the timeline, our current expectation is that in fiscal 2027, once we have enough operating history to test their effective execution, we will be able to conclude that those deficiencies have also been addressed and that the material weakness has been fully remediated.

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of UniFirst Corporation

Opinion on Internal Control over Financial Reporting

We have audited UniFirst Corporation and subsidiaries' internal control over financial reporting as of August 29, 2026, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). In our opinion, because of the effect of the material weakness described below on the achievement of the objectives of the control criteria, UniFirst Corporation (and subsidiaries) (the Company) has not maintained effective internal control over financial reporting as of August 29, 2026, based on the COSO criteria.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weakness has been identified and included in management's assessment. Management has identified a material weakness related to ineffective information technology ("IT") controls over user access and change management related to the IT systems that support the inventory and merchandise in service processes and ineffective business process and transactional controls in these processes.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of August 29, 2026 and August 30, 2025, the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended August 29, 2026, and the related notes. This material weakness was considered in determining the nature, timing and extent of audit tests applied in our audit of the fiscal 2026 consolidated financial statements, and this report does not affect our report dated October 27, 2026, which expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Boston, Massachusetts
October 27, 2026

ITEM 9B. OTHER INFORMATION

As previously disclosed, the Merger Agreement contemplates that the Company may enter into letter agreements with certain executive officers providing for retention bonuses designed to ensure the retention of each such executive officer following the closing of the Transaction. On October 26, 2026, the Company entered into a letter agreement (each, a "Letter Agreement") with each of Steven Sintros, the Company's President and Chief Executive Officer, Shane O'Connor, the Company's Executive Vice President and Chief Financial Officer, and David Katz, the Company's Executive Vice President, Sales and Marketing (each, an "Executive").

Each Letter Agreement (other than the Letter Agreement with Mr. Sintros) provides for a one-time cash retention bonus (the "Retention Bonus") in the amount of $1,750,000 for Mr. O'Connor or $1,250,000 for Mr. Katz. Each Retention Bonus is payable to the applicable Executive as soon as reasonably practicable after the 120-day anniversary of the closing of the Transaction (the "Payment Date"). To receive the Retention Bonus, the Executive must be actively employed in good standing with Cintas or one of its affiliates on the Payment Date. If, after the closing of the Transaction and before the Payment Date, the Executive is terminated without "Cause" or resigns with "Good Reason" (each as defined in the Company's Executive Employment Plan), the Executive will remain eligible to receive the Retention Bonus, with such Retention Bonus being paid in full as soon as reasonably practicable following the Executive executing and not revoking a release of claims in favor of the Company and Cintas (the "Release Requirement").

If the Transaction is abandoned by the parties, the Retention Bonus will be paid in two installments, with 50% paid as soon as reasonably practicable after such abandonment and 50% paid as soon as reasonably practicable after the six-month anniversary of such abandonment, subject in each case to the Executive's continued employment in good standing through the applicable payment date. Any unpaid installment will be paid if, after the abandonment, the Executive is terminated without Cause or resigns with Good Reason, subject to the satisfaction of the Release Requirement.

Each Letter Agreement also confirms that the Transaction will constitute a "Change in Control" under the Company's Executive Employment Plan and acknowledges that, as of the closing of the Transaction, the Transaction will materially diminish the Executive's duties, authority, and responsibilities, which gives the Executive "Good Reason" to resign from employment under the Company's Executive Employment Plan. Each Letter Agreement also modifies the Good Reason process so that the Executive has 180 days after the closing of the Transaction to claim Good Reason.

Each Letter Agreement further provides that if the Executive resigns with Good Reason after the closing of the Transaction, and satisfies the Release Requirement, the Executive will be entitled to receive the following benefits in addition, in the case of Mr. O'Connor or Mr. Katz, to any unpaid portion of the Retention Bonus: (1) the severance benefits under Section 7 of the Executive Employment Plan, (2) prorated vesting and payment of Cintas restricted stock units received in exchange for Company restricted stock units granted in 2026, and (3) full accelerated vesting and payment of all other outstanding Company equity awards, as converted under the Merger Agreement.

The foregoing description of the Letter Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreements, copies of which are filed as Exhibits 10.15, 10.16, and 10.17 to this Annual Report on Form 10-K and are incorporated herein by reference.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this Item 10 will be included in our definitive Proxy Statement to be filed with the SEC for our 2027 Annual Meeting of Shareholders and is incorporated by reference into this Item 10.

ITEM 11. EXECUTIVE COMPENSATION

Information required by this Item 11 will be included in our definitive Proxy Statement to be filed with the SEC for our 2027 Annual Meeting of Shareholders and is incorporated by reference into this Item 11.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this Item 12 will be included in our definitive Proxy Statement to be filed with the SEC for our 2027 Annual Meeting of Shareholders and is incorporated by reference into this Item 12.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this Item 13 will be included in our definitive Proxy Statement to be filed with the SEC for our 2027 Annual Meeting of Shareholders and is incorporated by reference into this Item 13.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this Item 14 will be included in our definitive Proxy Statement to be filed with the SEC for our 2027 Annual Meeting of Shareholders and is incorporated by reference into this Item 14. Our independent public accounting firm is Ernst & Young LLP, New York, NY, PCAOB Auditor ID (PCAOB ID: 42).

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The financial statements listed below are filed as part of this report:

(1) and (2) FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULES.

The items listed below are included under Item 8 of this Annual Report on Form 10-K:

Consolidated Statements of Income for each of the three years in the period ended August 29, 2026

Consolidated Statements of Comprehensive Income for each of the three years in the period ended August 29, 2026

Consolidated Balance Sheets as of August 29, 2026 and August 30, 2025

Consolidated Statements of Shareholders' Equity for each of the three years in the period ended August 29, 2026

Consolidated Statements of Cash Flows for each of the three years in the period ended August 29, 2026

Notes to Consolidated Financial Statements

Report of Ernst & Young LLP, Independent Registered Public Accounting Firm

The items listed below are included under Item 9A of this Annual Report on Form 10-K:

Management's Report on Internal Control Over Financial Reporting

Report of Ernst & Young LLP, Independent Registered Public Accounting Firm

Separate financial statements of the Company have been omitted because the Company is primarily an operating company and all subsidiaries included in the Consolidated Financial Statements are totally held.

All other schedules have been omitted since the required information is not present or not present in amounts sufficient to require submission of the schedule, or because the information required is included in the financial statements or the notes thereto.

(3) EXHIBITS. The list of exhibits filed as part of this Annual Report on Form 10-K is set forth below.

		DESCRIPTION
2.1		Exhibit 2.1 Agreement and Plan of Merger, by and among UniFirst Corporation, Cintas Corporation, Bruin Merger Sub I, Inc., and Bruin Merger Sub II, LLC, dated as of March 10, 2026 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on March 11, 2026)
3.1		Restated Articles of Organization (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on July 5, 2006)
3.2		Articles of Amendment dated January 13, 1988 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on July 5, 2006)
3.3		Articles of Amendment dated January 21, 1993 (incorporated by reference to Exhibit 3.3 to the Company's Current Report on Form 8-K filed with the SEC on July 5, 2006)
3.4		By-laws (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on January 10, 2008)
3.5		Amendment to the By-laws of UniFirst Corporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on March 11, 2026)
4.1		Specimen Stock Certificate for Shares of Common Stock (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on July 5, 2006)
4.2		Description of securities (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K filed with the SEC on October 30, 2019)
*10.1		UniFirst Corporation CEO Cash Incentive Bonus Plan, as amended (incorporated by reference to Appendix A to the Company's Definitive Proxy Statement filed with the SEC on December 3, 2013)
*10.2		UniFirst Corporation Unfunded Supplemental Executive Retirement Plan as restated January 11, 2017 to incorporate and consolidate all previous amendments thereto (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on April 6, 2017)
*10.3		UniFirst Corporation Executive Employment Plan (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K filed with the SEC on October 28, 2020)
*10.4		UniFirst Corporation Deferred Compensation Plan (incorporated by reference to the Company's Current Report on Form 8-K filed with the SEC on January 14, 2022)
*10.5		UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on January 12, 2024)
*10.6		Form of Stock Appreciation Right Certificate for Eligible Participants in Executive Employment Plan under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
*10.7		Form of Time-Based Restricted Stock Unit Award Certificate for Eligible Participants in Executive Employment Plan under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
*10.8		Form of Performance-Based Restricted Stock Unit Award Certificate for Eligible Participants in Executive Employment Plan under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
*10.9		Form of Stock Appreciation Right Certificate under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)

*10.10		Form of Restricted Stock Unit Certificate under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
*10.11		Form of Performance and Time-Based Restricted Stock Unit Award Certificate under the UniFirst Corporation 2023 Equity Incentive Plan (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
*10.12		Form of Stock Appreciation Right Certificate under the UniFirst Corporation 2023 Equity Incentive Plan for Member of the Company's Board of Directors (incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
10.13		Third Amended and Restated Credit Agreement, by and among UniFirst Corporation and certain of its subsidiaries, as Borrowers, Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, the other lenders party thereto, BofA Securities, Inc., as Sole Lead Arranger and Sole Book Manager, Santander Bank, N.A., as Syndication Agent and Wells Fargo Bank, National Association, as Documentation Agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on August 14, 2025)
*10.14		Separation Agreement and General Release, dated September 11, 2026, between UniFirst Corporation and Kelly Rooney (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on September 11, 2026)
*10.15		Letter Agreement between UniFirst Corporation and Shane O'Connor, dated as of October 26, 2026 (filed herewith)
*10.16		Letter Agreement between UniFirst Corporation and David Katz, dated as of October 26, 2026 (filed herewith)
*10.17		Letter Agreement between UniFirst Corporation and Steven Sintros, dated as of October 26, 2026 (filed herewith)
19.1		UniFirst Corporation Insider Trading Policy (incorporated by reference to Exhibit 19.1 to the Company's Annual Report on Form 10-K filed with the SEC on November 14, 2024)
19.2		UniFirst Corporation Special Trading Procedures for Insiders (incorporated by reference to Exhibit 19.2 to the Company's Annual Report on Form 10-K filed with the SEC on November 14, 2024)
21		List of Subsidiaries (filed herewith)
23.1		Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm (filed herewith)
31.1		Rule 13a-14(a)/15d-14(a) Certification of Steven S. Sintros (filed herewith)
31.2		Rule 13a-14(a)/15d-14(a) Certification of Shane O'Connor (filed herewith)
32.1		Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002 (furnished herewith)
32.2		Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002 (furnished herewith)
97		UniFirst Corporation Compensation Recovery Policy (incorporated by reference to Exhibit 99 to the Company's Quarterly Report on Form 10-Q filed with the SEC on January 10, 2025)
101		The following financial information from UniFirst Corporation Annual Report on Form 10-K for the fiscal year ended August 29, 2026 formatted in Inline XBRL (Extensible Business Reporting Language) includes: (i) the Consolidated Statements of Income, (ii) the Consolidated Statements of Comprehensive Income, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Stockholders' Equity, (v) the Consolidated Statements of Cash Flows, and (vi) Notes to the Consolidated Financial Statements.
104		Cover Page Interactive Data File (formatted as Inline XBRL with the applicable taxonomy extension information contained in Exhibits 101) (filed herewith)

* Management contract, compensatory plan or arrangement

ITEM 16. FORM 10-K SUMMARY

Not Applicable.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UniFirst Corporation

By: /s/ Steven S. Sintros

Steven S. Sintros

President and Chief Executive Officer

October 27, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

NAME	TITLE	DATE
/s/ Steven S. Sintros Steven S. Sintros	President and Chief Executive Officer (Principal Executive Officer)	October 27, 2026
/s/ Shane O'Connor Shane O'Connor	Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	October 27, 2026
/s/ Cynthia Croatti Cynthia Croatti	Director	October 27, 2026
/s/ Cecilia McKenney Cecilia McKenney	Director	October 27, 2026
/s/ Michael Iandoli Michael Iandoli	Director	October 27, 2026
/s/ Sergio A. Pupkin Sergio A. Pupkin	Director	October 27, 2026
/s/ Joseph Nowicki Joseph Nowicki	Chairman of the Board of Directors	October 27, 2026

UniFirst **Exhibit 10.15**

EXECUTION VERSION

October 26, 2026

Shane O'Connor
By Electronic Mail

Re: Cintas Merger

Dear Shane:

As you are aware, UniFirst Corporation, a Massachusetts corporation (the "Company"), has entered into an Agreement and Plan of Merger with Cintas Corporation, a Washington corporation ("Parent"), and its wholly owned subsidiaries, Bruin Merger Sub I, Inc., a Delaware corporation ("Merger Sub Inc."), and Bruin Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub LLC"), pursuant to which Merger Sub Inc. will merge with and into the Company (the "First Merger"), with the Company surviving as a wholly owned subsidiary of Parent (the "Surviving Corporation"), and as part of the same overall transaction, the Surviving Corporation will immediately thereafter merge with and into Merger Sub LLC (the "Second Merger" and together with the First Merger, the "Mergers"), with Merger Sub LLC surviving as a wholly owned subsidiary of Parent (such agreement, the "Merger Agreement"). The Mergers are expected to be completed in the fourth quarter of 2026, although the timing depends on the satisfaction of certain closing conditions, including receipt of regulatory approvals, and may extend into 2027. The closing of the First Merger is referred to in this letter agreement (this "Agreement") as the "First Effective Time," and the closing of the Mergers is referred to in this Agreement as the "Closing." Capitalized terms used but not defined herein are defined in the Merger Agreement.

1. Severance Eligibility.

(a) This Agreement confirms that you are a participant in the Company's Executive Employment Plan (the "Executive Plan") and are therefore eligible to receive certain severance benefits if your employment with the Company terminates under the circumstances set forth therein, which include your resignation with "Good Reason" (as defined in the Executive Plan), subject to the terms and conditions set forth in the Executive Plan. Without limiting any other rights that you may have under the Executive Plan, or otherwise, including any rights to claim Good Reason thereunder based on any other fact or circumstance occurring now or in the future, the Company hereby acknowledges and confirms that the consummation of the Mergers (which will constitute a "Change in Control" for purposes of the Executive Plan) will, as of the Closing, constitute and give rise to a material diminution in your duties, authority, and responsibilities without your consent, thereby constituting Good Reason, which the Company will be unable to cure (such that there will be no "Cure Period" (as defined in the Executive Plan)). Further, to assist with post-closing integration and transition matters, the Company hereby agrees to modify the "Good Reason Process" (as defined in the Executive Plan) such that you will have 180 days following the consummation of the Mergers to notify the Company of your resignation from employment with Good Reason due to the consummation of the Mergers.

(b) For the avoidance of doubt and without limiting the generality of the foregoing or any other rights or entitlements that you may have under this Agreement, any Company Benefit Plan, or otherwise, if you resign with Good Reason following the First

Effective Time and you satisfy the Release Requirement (as defined in the Executive Plan, which you may do by executing and not revoking a release of claims in favor of the Company and Parent in the form attached hereto as Exhibit A), you will be entitled to (i) the severance benefits provided under Section 7 of the Executive Plan, (ii) prorated vesting and payment of all Converted RSUs that you then hold in substitution of any Company RSUs granted to you in 2026, with such proration applied in accordance with the terms and conditions of the applicable award agreement, (iii) full acceleration of vesting and payment of all other Company Equity Awards then held by you, as such Company Equity Awards may be converted into awards denominated in shares of Parent Common Stock in accordance with the Merger Agreement, and (iv) the Retention Bonus (as defined below), to the extent not yet paid to you prior to your employment termination. For the avoidance of doubt, all compensatory payments that you receive under the Executive Plan, this Section 1, or otherwise shall remain subject to any required withholding for applicable federal, state, and local taxes.

2. Retention Bonus.

(a) To recognize your contributions and ensure continuity, in connection with the Mergers, the Company is pleased to offer you a one-time retention bonus opportunity of $1,750,000 (the "Retention Bonus"). The Retention Bonus will be paid in full as soon as reasonably practicable following the 120-day anniversary of the First Effective Time (the "Payment Date"), subject to any required withholding for such federal, state, or local taxes, if you remain actively employed and in good standing with Parent or one of its affiliates as of such Payment Date. If your employment is terminated by your employer without "Cause" (as defined in the Executive Plan) after the First Effective Time or by you with "Good Reason" (as defined in the Executive Plan) after the First Effective Time, in each case, but prior to the Payment Date, you will remain eligible to receive the Retention Bonus, subject to your satisfaction of the Release Requirement, with such Retention Bonus being paid in full as soon as reasonably practicable following the satisfaction of the Release Requirement.

(b) If the Company and Parent abandon the Mergers (the "Abandonment"), the Retention Bonus will instead be paid in two installments with 50% being paid as soon as reasonably practicable following the date of the Abandonment and 50% being paid as soon as reasonably practicable following the six-month anniversary of the Abandonment, subject to your continued active employment in good standing with the Company on each of the respective dates. If your employment is terminated by the Company without Cause or if you resign from your employment with Good Reason, in either case following the Abandonment, you will remain eligible to receive all then-unpaid installments of the Retention Bonus, if any, subject to your satisfaction of the Release Requirement, with such payment being made in full as soon as reasonably practicable following the satisfaction of the Release Requirement.

3. Confidentiality of Agreement. The terms and conditions of this Agreement will remain strictly confidential, except for (i) disclosures to your immediate family and any tax, legal, or other counsel whom you may consult regarding this Agreement, whom you will instruct not to disclose the same, and (ii) disclosures, if any, required by applicable law. Nothing herein will prohibit or restrict you from lawfully making any disclosures that are protected under the whistleblower provisions of any applicable law, rule, or regulation or to impact your immunity under, or prohibit any disclosures permitted by, 28 U.S.C. Section 1833(b).

4. No Right to Continued Employment; No Rights as Equity Holder. Nothing in this Agreement will confer upon you any right to continued employment with the Company or any of its affiliates (or any particular term or condition of such continued employment) or interfere in any way with the right of the Company to terminate your employment at any time for any or no reason. This Agreement will not in any way entitle you to any rights as an equity holder of the Company or any of its affiliates.

5. Other Benefits. The Retention Bonus payable hereunder is a special incentive payment to you and will not be taken into account in computing the amount of salary, fees, or compensation for purposes of determining any bonus, incentive, pension, retirement, death, severance, or other benefit under any other bonus, incentive, pension, retirement, insurance, or other employee benefit plan or other arrangement of the Company or any of its affiliates.

6. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and guidance promulgated thereunder (collectively, "Section 409A"), and this Agreement should be interpreted and administered accordingly. Any provision that would cause this Agreement to fail to satisfy Section 409A will have no force or effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A). To the extent that any payment or benefit constitutes a "deferral of compensation" within the meaning of Section 409A and the period for satisfying the Release Requirement begins in one taxable year and ends in a second taxable year, such payment or benefit will be deferred until, and paid without interest promptly following, the later of (x) the satisfaction of the Release Requirement and (y) the Company's first regular payroll date occurring in the second taxable year. Notwithstanding the foregoing, if on the date of your termination of employment you are considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i), then to the extent that any payment or benefit constitutes a "deferral of compensation" payable upon a separation from service, the Company will defer such payment or benefit until the earlier of (i) six months and one day after your termination date and (ii) your death. If any such delayed payment is otherwise payable on an installment basis, the first payment occurring after the mandatory deferral contemplated in the immediately preceding sentence will include a catch-up payment covering amounts that would have otherwise been paid during the deferral period but for the application of this provision (without interest), and the Company will pay the balance of the installments in accordance with their original schedule. Notwithstanding the foregoing, in no event whatsoever will the Company or any of its affiliates be liable for any additional tax, interest, income inclusion, or other penalty that may be imposed on you by Section 409A or for damages for failing to comply with Section 409A.

7. Governing Law; Waiver of Jury Trial. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. IN ADDITION, YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, OR ACTION OF ANY PARTY HERETO.

8. Release; Forfeiture. Upon the payment of any Retention Bonus hereunder and to the extent permitted under applicable law, you, on behalf of yourself and your heirs, administrators, successors, and assigns, will be deemed to have irrevocably and unconditionally released and discharged the Company and each of its affiliates, divisions, and subsidiaries and their respective successors, assigns, and past, present, and future managers, officers, employees, equity holders, partners, members, lenders, representatives, and agents (collectively, the "Released Parties") from any and all claims in connection with, or in any manner related to or arising under, Section 2 of this Agreement. The Retention Bonus will be automatically forfeited if you violate any non-competition, non-solicitation, or any other restrictive covenants that may be contained in any employment agreement, restrictive covenant agreement, or other agreement between the Company or any of its affiliates and you that is in effect as of the date hereof or entered into in connection with the Mergers or this Agreement, and you hereby reaffirm all such obligations. For the sake of clarity, if you are terminated with Cause or you voluntarily

terminate your employment with the Company or its affiliates without Good Reason following the Abandonment, you will forfeit any entitlement that you have to any unpaid installments of the Retention Bonus.

9. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason by any court or other dispute-adjudicator with authority and jurisdiction over the Company or Parent, such illegality, invalidity, or unenforceability will not affect the remaining parts hereof, and this Agreement will remain in full force and effect and be construed and enforced as if such illegal, invalid, or unenforceable provision never existed.

10. No Assignment; Successors. This Agreement is personal to each of the parties hereto. Except as provided in this Section 10, or as otherwise provided by applicable law, no party may assign or delegate any rights or obligations hereunder without first obtaining the advance written consent of the other party hereto. Any purported assignment or delegation by you in violation of the foregoing will be null and void *ab initio* and of no force or effect. The Company may assign this Agreement to a person or entity that is an affiliate of the Company or to any successor to all or substantially all of the business or assets of the Company that assumes in writing, or by operation of law, the obligations of the Company hereunder without your consent (which for the sake of clarity, means that the Company can assign this Agreement to Parent upon the Closing).

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same instrument.

12. Unfunded Arrangement. This Agreement will be an unfunded arrangement. The Company will not be required to segregate any assets that may at any time be represented by cash or rights thereto, nor will this Agreement be construed as providing for such segregation, nor will the Company be deemed to be a trustee of any cash or rights thereto to be granted under this Agreement. Any liability or obligation of the Company or any of its affiliates to you with respect to the Retention Bonus will be based solely upon any contractual obligations that may be created by this Agreement, and no such liability or obligation of the Company or any of its affiliates will be deemed to be secured by any pledge or other encumbrance on any property of the Company. The Company will not be required to give any security or bond for the performance of any obligation that may be created by this Agreement.

13. Company Discretion; No Obligation to Consummate the Mergers. No provision of this Agreement will be interpreted to impose an obligation on the Company to consummate the Mergers. The decision to consummate the Mergers will be within the sole and absolute discretion of the Company and Parent.

14. Entire Agreement; Amendment. Except as specifically contemplated herein, this Agreement constitutes the entire agreement by you and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and the Company with respect to the subject matter hereof, whether written or oral. The Company may amend, modify, or terminate this Agreement for the purpose of meeting or addressing any changes in legal requirements or for any other purpose reasonably related to the administration of this Agreement, except that no amendment or alteration that would materially adversely affect your rights under this Agreement will be made without your consent.

[*Signature Page Follows*]

Sincerely,

UNIFIRST CORPORATION

By: /s/ Steven S. Sintros
Name: Steven S. Sintros
Title: CEO and President

AGREED AND ACCEPTED:

Dated: October 26, 2026 /s/ Shane O'Connor
Name: Shane O’Connor

Exhibit A

Form of Release

(attached)

UniFirst

GENERAL RELEASE OF CLAIMS AGREEMENT

This General Release of Claims Agreement (this "Agreement") is provided to me as of [DATE], by UniFirst Corporation (the "UniFirst"). I acknowledge and agree that I am a participant in UniFirst's Executive Employment Plan (the "Plan"), and my employment with UniFirst terminated on [DATE] (the "Separation Date"). My termination from employment with UniFirst entitles me to the payments and benefits set forth in Section 7 of the Plan, as well as the payments contemplated by my Senior Leadership Team Letter Agreement from UniFirst, dated as of [DATE], 2026 (the "Letter Agreement"), subject to my timely execution [and nonrevocation] of this Agreement.

I acknowledge and agree that I have [21/45]/[five] days from the Separation Date (the "Deadline") to review the terms of this Agreement, accept the terms of this Agreement by signing where indicated below, and returning a signed copy of this Agreement to UniFirst (the day I execute this Agreement, the "Execution Date" (which I may do at any time prior to the Deadline, thereby waiving the remainder of the review period)). I acknowledge that UniFirst and Cintas Corporation ("Cintas") have recommended that I have this Agreement reviewed by an attorney or advisor, at my own expense, and that if I chose to forego such review, I have done so voluntarily. [I further acknowledge and agree that, following the Execution Date, I will have seven days (the "Revocation Period") to further consider this Agreement and to revoke such execution, in which case this Agreement will be null and void.] If I fail to execute this Agreement by the Deadline [or revoke my acceptance of this Agreement during the Revocation Period], this Agreement will not go into effect and I will not be entitled to receive any of the payments or benefits that are conditioned upon the effectiveness of this Agreement. If I timely execute this Agreement [and do not revoke it, the eighth day following] the Execution Date will be the effective date of this Agreement (the "Effective Date").

As consideration for the payments and benefits contemplated by the Letter Agreement, the sufficiency of which I, on behalf of myself and my heirs, executors, dependents, affiliates, successors, and assigns, expressly acknowledge, I hereby unconditionally and irrevocably release, waive, and forever discharge UniFirst and Cintas (which, as used in this paragraph, shall also include UniFirst's and Cintas's current and former directors, officers, managers, employees, attorneys, agents, representatives, shareholders, subsidiaries, affiliates, successors, and assigns) (the "Released Parties") from any and all claims, damages, rights, judgments, obligations, demands, and causes of action of any kind that I have or could claim to have, whether currently known or unknown, against the Released Parties. This release includes any and all claims relating to my employment by and resignation or termination from the Released Parties including, without limitation, those claims arising out of any offer letter or similar agreement or any event, condition, circumstance, or obligation that occurred, existed, or arose on or prior to the Execution Date, all claims for wages, commissions, vacation (other than earned or unused vacation that will be paid upon termination), holiday or sick pay, bonuses, employee benefits, fringe benefits, health or medical insurance, severance, retention, expense reimbursement, stock, stock options, equity or equity-based awards, cash or cash-based awards, or any other form of compensation or benefits, all claims of any kind for discrimination, wrongful discharge, retaliation, harassment, failure to reinstate or accommodate, any leave entitlements, all claims based on tort, emotional distress, negligence, all claims under any federal, state, or local civil or human rights law, including any claim under the Worker Adjustment & Retaining Notification Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Genetic Information

and Nondiscrimination Act, the Employee Retirement Income and Security Act of 1974, [the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act, 29 U.S.C. Section 626, et seq.,] or under any other local, state, or federal law, regulation, or ordinance, or under any public policy, any doctrine of good faith and fair dealing, or common law, including actions for "bad faith" and any claims for wrongful discharge under any judicially recognized exceptions to the at-will employment doctrine, all claims for breach of contract, whether express or implied, and all claims for reinstatement, attorneys' fees and costs. I understand that I may later discover claims or facts that may be different from, or in addition to, those that I now know or believe to exist with regard to the subject matter of this Agreement, and that, if known on the Execution Date, may have materially affected this Agreement or my decision to enter into it. I hereby waive any right or claim that might arise as a result of such different or additional claims or facts. Nothing in this Agreement shall release or impair any of the following rights or claims (collectively, the "Retained Claims"): (i) any right that cannot be waived by private agreement under law (including the right to file any claim for workers' compensation or unemployment insurance), (ii) any claim to vested benefits under UniFirst's benefit plans (including under the UniFirst Corporation Nonqualified Deferred Compensation Plan and the UniFirst Corporation Supplemental Executive Retirement Plan), or (iii) any rights to [(A) awards granted under the UniFirst Corporation 2010 Stock Option and Incentive Plan or the UniFirst Corporation 2023 Equity Incentive Plan, (B) awards issued by Cintas in substitution for any such awards pursuant to the Merger Agreement (as defined in the Letter Agreement), and (C) amounts payable pursuant to the Letter Agreement.]

Except for any Retained Claims, this Agreement represents the entire agreement between me and the Released Parties relating to the termination of my employment and my rights and entitlements in connection therewith. I further agree that the payments and benefits provided under this Agreement will be in full satisfaction of any and all claims for payments or benefits, whether express or implied, that I may have against the Released Parties arising out of my employment to termination hereof, other than any Retained Claims.

I confirm that I have not filed any employment-related claim, charge, complaint, or action in any forum or form, and I will not file any such claim or lawsuit based on any events that have occurred at any time up until the Execution Date. I understand, however, that nothing in this Agreement prevents me from filing a charge with or cooperating with the Equal Employment Opportunity Commission ("EEOC") or state Fair Employment Practices Agencies ("FEPA"), or openly and voluntarily communicating and cooperating with the EEOC or state FEPA. I also understand that I cannot seek or accept any monetary relief as a result of any EEOC or FEPA charge whether filed by me or another person or entity. I also understand and agree that nothing in this Agreement prevents me from exercising, in any way, my broad panoply of rights under Section 7 of the National Labor Relations Act, including my ability to speak with former coworkers regarding terms and conditions of employment, to file with the National Labor Relations Board ("NLRB") an unfair labor practice charge, to assist a former coworker with the filing of a charge, to provide information to the NLRB, to assist with the NLRB's investigation or litigation of a charge, or to speak with others regarding workplace issues.

I acknowledge and agree that I have received, other than to the extent a Retained Claim, from the Released Parties all wages and compensation I am owed or to which I am entitled by law at all times prior to the Execution Date. I further acknowledge and agree that I have previously reported to UniFirst or Cintas any and all work-related injuries that I may have incurred or illnesses that I may have suffered prior to the Execution Date, to the extent that such injury or illness arose out of and in connection with my employment or service with UniFirst or Cintas. I do not claim that I suffered any work-related injuries for which I have not been fully

compensated by UniFirst or Cintas or its insurers. If I ever act in disregard of the covenants made in this Agreement, including by filing a charge, claim, or lawsuit based on any legal claims that I have agreed to release, and a Released Party is a prevailing party in the matter, I agree to pay for all costs and expenses incurred by such Released Party, including all reasonable attorneys' fees, incurred in defending against my previously released claims.

Nothing in this Agreement shall impose any limit on my right to respond accurately and fully to any question, inquiry, or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding UniFirst, my employment or termination with UniFirst or Cintas, or this Agreement. I am not required to contact UniFirst or Cintas regarding the subject matter of such communications before engaging in such communications. I also understand that I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand that disclosure of trade secrets to attorneys in legal proceedings, if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833, when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.

I acknowledge and agree that if I breach any provision of this Agreement, (i) I will forfeit any portion of the payments and benefits pursuant to the Letter Agreement that have not yet been paid and will be required to tender back to UniFirst or Cintas, as applicable, any portion of such payments and benefits that have already been made, and (ii) my actions may constitute a breach of my contractual obligations with UniFirst or Cintas and UniFirst and Cintas may be entitled to breach of contract damages. I acknowledge and agree that neither this Agreement nor UniFirst's or Cintas's offer to enter into this Agreement should be construed as an admission by UniFirst or Cintas that it has acted wrongfully toward me in any way. UniFirst and Cintas expressly deny any liability to me for any alleged wrongful acts by it or by any of its employees, representatives, or agents.

I acknowledge and agree that this Agreement may be modified only in writing, executed by each of the parties hereto. I acknowledge and agree that the obligations set forth in this Agreement are independent of one another and are severable from each other, in that any invalidity of one provision does not invalidate or extinguish any duties or rights set forth in other provisions.

I acknowledge and agree to the terms and conditions (which include releases) that are set forth on Annex I attached hereto, if applicable in my state of residence, and acknowledge and agree that the terms and conditions contained on Annex I will override the terms and conditions contained in this Agreement to the extent applicable.

I understand that this Agreement is a legal document and will have legal consequences. I acknowledge and agree that I have had a reasonable time to review this Agreement as set forth herein, that I have read this Agreement, that I am competent to enter into this Agreement, and that I fully know, understand, and appreciate its contents, and execute it voluntarily.

UniFirst

Date [Name]

Date UniFirst Corporation

UniFirst

Annex I

STATE SPECIFIC PROVISIONS

- **California:** Waiver of Section 1542. I hereby state that it is my intention in executing this Agreement that it shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, and charge, including every claim for attorneys' fees and costs, hereinabove released. I hereby expressly waive and relinquish all rights and benefits, if any, arising under the Civil Code of the State of California, which provides the following: Section 1542 [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- **Colorado:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Illinois:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Massachusetts:** By executing this Agreement, I agree I am releasing claims against UniFirst and Cintas under Mass. Gen. Laws c. 149 Section 148, et seq. (the Massachusetts Wage Act). These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- **Minnesota:** Under the Minnesota Human Rights Act (MHRA) at Minn. Stat. § 363A.31, I acknowledge that for a period of fifteen (15) days from the date of the execution of this Agreement, I shall retain the right to revoke this Agreement by written notice to UniFirst and Cintas, and that this Agreement shall not become effective or enforceable until the expiration of such revocation period.
- **New Jersey:** The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-3, et seq.
- **North Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under N.D. Cent. Code § 9-13-02, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."
- **Puerto Rico:** I understand, acknowledge, and agree that my employment with UniFirst and Cintas ended or will end for just cause, pursuant to Puerto Rico Act No. 80 of May 30, 1976, as amended ("Act No. 80"), on or about the date I execute this Agreement. I acknowledge, understand, and agree that the severance pay offered by UniFirst and Cintas as consideration in exchange for signing this Agreement shall be deemed and treated as statutory severance under Act No. 80 for tax purposes subject to the applicable payroll deductions.
- **South Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under S.D. Codified Laws § 20-7-11, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- **Washington:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **West Virginia**: The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the West Virginia Human Rights Act, W. Va. Code § 5-11-1, et seq. I have had up to 21 days within which to consider the Agreement. I am hereby advised by UniFirst and Cintas to consult with legal counsel, at my own expense, before signing. The toll-free telephone number of the West Virginia State Bar Association is 1-800-642-3617. Following execution of the Agreement, I have 7 days to revoke the Agreement in writing, and the Agreement shall not become effective or enforceable until the revocation period has expired.

UniFirst **Exhibit 10.16**

EXECUTION VERSION

October 26, 2026

David Katz
By Electronic Mail

Re: Cintas Merger

Dear Dave:

As you are aware, UniFirst Corporation, a Massachusetts corporation (the "Company"), has entered into an Agreement and Plan of Merger with Cintas Corporation, a Washington corporation ("Parent"), and its wholly owned subsidiaries, Bruin Merger Sub I, Inc., a Delaware corporation ("Merger Sub Inc."), and Bruin Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub LLC"), pursuant to which Merger Sub Inc. will merge with and into the Company (the "First Merger"), with the Company surviving as a wholly owned subsidiary of Parent (the "Surviving Corporation"), and as part of the same overall transaction, the Surviving Corporation will immediately thereafter merge with and into Merger Sub LLC (the "Second Merger" and together with the First Merger, the "Mergers"), with Merger Sub LLC surviving as a wholly owned subsidiary of Parent (such agreement, the "Merger Agreement"). The Mergers are expected to be completed in the fourth quarter of 2026, although the timing depends on the satisfaction of certain closing conditions, including receipt of regulatory approvals, and may extend into 2027. The closing of the First Merger is referred to in this letter agreement (this "Agreement") as the "First Effective Time," and the closing of the Mergers is referred to in this Agreement as the "Closing." Capitalized terms used but not defined herein are defined in the Merger Agreement.

1. Severance Eligibility.

(a) This Agreement confirms that you are a participant in the Company's Executive Employment Plan (the "Executive Plan") and are therefore eligible to receive certain severance benefits if your employment with the Company terminates under the circumstances set forth therein, which include your resignation with "Good Reason" (as defined in the Executive Plan), subject to the terms and conditions set forth in the Executive Plan. Without limiting any other rights that you may have under the Executive Plan, or otherwise, including any rights to claim Good Reason thereunder based on any other fact or circumstance occurring now or in the future, the Company hereby acknowledges and confirms that the consummation of the Mergers (which will constitute a "Change in Control" for purposes of the Executive Plan) will, as of the Closing, constitute and give rise to a material diminution in your duties, authority, and responsibilities without your consent, thereby constituting Good Reason, which the Company will be unable to cure (such that there will be no "Cure Period" (as defined in the Executive Plan)). Further, to assist with post-closing integration and transition matters, the Company hereby agrees to modify the "Good Reason Process" (as defined in the Executive Plan) such that you will have 180 days following the consummation of the Mergers to notify the Company of your resignation from employment with Good Reason due to the consummation of the Mergers.

(b) For the avoidance of doubt and without limiting the generality of the foregoing or any other rights or entitlements that you may have under this Agreement, any Company Benefit Plan, or otherwise, if you resign with Good Reason following the First

Effective Time and you satisfy the Release Requirement (as defined in the Executive Plan, which you may do by executing and not revoking a release of claims in favor of the Company and Parent in the form attached hereto as Exhibit A), you will be entitled to (i) the severance benefits provided under Section 7 of the Executive Plan, (ii) prorated vesting and payment of all Converted RSUs that you then hold in substitution of any Company RSUs granted to you in 2026, with such proration applied in accordance with the terms and conditions of the applicable award agreement, (iii) full acceleration of vesting and payment of all other Company Equity Awards then held by you, as such Company Equity Awards may be converted into awards denominated in shares of Parent Common Stock in accordance with the Merger Agreement, and (iv) the Retention Bonus (as defined below), to the extent not yet paid to you prior to your employment termination. For the avoidance of doubt, all compensatory payments that you receive under the Executive Plan, this Section 1, or otherwise shall remain subject to any required withholding for applicable federal, state, and local taxes.

2. Retention Bonus.

(a) To recognize your contributions and ensure continuity, in connection with the Mergers, the Company is pleased to offer you a one-time retention bonus opportunity of $1,250,000 (the "Retention Bonus"). The Retention Bonus will be paid in full as soon as reasonably practicable following the 120-day anniversary of the First Effective Time (the "Payment Date"), subject to any required withholding for such federal, state, or local taxes, if you remain actively employed and in good standing with Parent or one of its affiliates as of such Payment Date. If your employment is terminated by your employer without "Cause" (as defined in the Executive Plan) after the First Effective Time or by you with "Good Reason" (as defined in the Executive Plan) after the First Effective Time, in each case, but prior to the Payment Date, you will remain eligible to receive the Retention Bonus, subject to your satisfaction of the Release Requirement, with such Retention Bonus being paid in full as soon as reasonably practicable following the satisfaction of the Release Requirement.

(b) If the Company and Parent abandon the Mergers (the "Abandonment"), the Retention Bonus will instead be paid in two installments with 50% being paid as soon as reasonably practicable following the date of the Abandonment and 50% being paid as soon as reasonably practicable following the six-month anniversary of the Abandonment, subject to your continued active employment in good standing with the Company on each of the respective dates. If your employment is terminated by the Company without Cause or if you resign from your employment with Good Reason, in either case following the Abandonment, you will remain eligible to receive all then-unpaid installments of the Retention Bonus, if any, subject to your satisfaction of the Release Requirement, with such payment being made in full as soon as reasonably practicable following the satisfaction of the Release Requirement.

3. Confidentiality of Agreement. The terms and conditions of this Agreement will remain strictly confidential, except for (i) disclosures to your immediate family and any tax, legal, or other counsel whom you may consult regarding this Agreement, whom you will instruct not to disclose the same, and (ii) disclosures, if any, required by applicable law. Nothing herein will prohibit or restrict you from lawfully making any disclosures that are protected under the whistleblower provisions of any applicable law, rule, or regulation or to impact your immunity under, or prohibit any disclosures permitted by, 28 U.S.C. Section 1833(b).

4. No Right to Continued Employment; No Rights as Equity Holder. Nothing in this Agreement will confer upon you any right to continued employment with the Company or any of its affiliates (or any particular term or condition of such continued employment) or interfere in any way with the right of the Company to terminate your employment at any time for any or no reason. This Agreement will not in any way entitle you to any rights as an equity holder of the Company or any of its affiliates.

5. Other Benefits. The Retention Bonus payable hereunder is a special incentive payment to you and will not be taken into account in computing the amount of salary, fees, or compensation for purposes of determining any bonus, incentive, pension, retirement, death, severance, or other benefit under any other bonus, incentive, pension, retirement, insurance, or other employee benefit plan or other arrangement of the Company or any of its affiliates.

6. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and guidance promulgated thereunder (collectively, "Section 409A"), and this Agreement should be interpreted and administered accordingly. Any provision that would cause this Agreement to fail to satisfy Section 409A will have no force or effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A). To the extent that any payment or benefit constitutes a "deferral of compensation" within the meaning of Section 409A and the period for satisfying the Release Requirement begins in one taxable year and ends in a second taxable year, such payment or benefit will be deferred until, and paid without interest promptly following, the later of (x) the satisfaction of the Release Requirement and (y) the Company's first regular payroll date occurring in the second taxable year. Notwithstanding the foregoing, if on the date of your termination of employment you are considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i), then to the extent that any payment or benefit constitutes a "deferral of compensation" payable upon a separation from service, the Company will defer such payment or benefit until the earlier of (i) six months and one day after your termination date and (ii) your death. If any such delayed payment is otherwise payable on an installment basis, the first payment occurring after the mandatory deferral contemplated in the immediately preceding sentence will include a catch-up payment covering amounts that would have otherwise been paid during the deferral period but for the application of this provision (without interest), and the Company will pay the balance of the installments in accordance with their original schedule. Notwithstanding the foregoing, in no event whatsoever will the Company or any of its affiliates be liable for any additional tax, interest, income inclusion, or other penalty that may be imposed on you by Section 409A or for damages for failing to comply with Section 409A.

7. Governing Law; Waiver of Jury Trial. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. IN ADDITION, YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, OR ACTION OF ANY PARTY HERETO.

8. Release; Forfeiture. Upon the payment of any Retention Bonus hereunder and to the extent permitted under applicable law, you, on behalf of yourself and your heirs, administrators, successors, and assigns, will be deemed to have irrevocably and unconditionally released and discharged the Company and each of its affiliates, divisions, and subsidiaries and their respective successors, assigns, and past, present, and future managers, officers, employees, equity holders, partners, members, lenders, representatives, and agents (collectively, the "Released Parties") from any and all claims in connection with, or in any manner related to or arising under, Section 2 of this Agreement. The Retention Bonus will be automatically forfeited if you violate any non-competition, non-solicitation, or any other restrictive covenants that may be contained in any employment agreement, restrictive covenant agreement, or other agreement between the Company or any of its affiliates and you that is in effect as of the date hereof or entered into in connection with the Mergers or this Agreement, and you hereby reaffirm all such obligations. For the sake of clarity, if you are terminated with Cause or you voluntarily

terminate your employment with the Company or its affiliates without Good Reason following the Abandonment, you will forfeit any entitlement that you have to any unpaid installments of the Retention Bonus.

9. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason by any court or other dispute-adjudicator with authority and jurisdiction over the Company or Parent, such illegality, invalidity, or unenforceability will not affect the remaining parts hereof, and this Agreement will remain in full force and effect and be construed and enforced as if such illegal, invalid, or unenforceable provision never existed.

10. No Assignment; Successors. This Agreement is personal to each of the parties hereto. Except as provided in this Section 10, or as otherwise provided by applicable law, no party may assign or delegate any rights or obligations hereunder without first obtaining the advance written consent of the other party hereto. Any purported assignment or delegation by you in violation of the foregoing will be null and void *ab initio* and of no force or effect. The Company may assign this Agreement to a person or entity that is an affiliate of the Company or to any successor to all or substantially all of the business or assets of the Company that assumes in writing, or by operation of law, the obligations of the Company hereunder without your consent (which for the sake of clarity, means that the Company can assign this Agreement to Parent upon the Closing).

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same instrument.

12. Unfunded Arrangement. This Agreement will be an unfunded arrangement. The Company will not be required to segregate any assets that may at any time be represented by cash or rights thereto, nor will this Agreement be construed as providing for such segregation, nor will the Company be deemed to be a trustee of any cash or rights thereto to be granted under this Agreement. Any liability or obligation of the Company or any of its affiliates to you with respect to the Retention Bonus will be based solely upon any contractual obligations that may be created by this Agreement, and no such liability or obligation of the Company or any of its affiliates will be deemed to be secured by any pledge or other encumbrance on any property of the Company. The Company will not be required to give any security or bond for the performance of any obligation that may be created by this Agreement.

13. Company Discretion; No Obligation to Consummate the Mergers. No provision of this Agreement will be interpreted to impose an obligation on the Company to consummate the Mergers. The decision to consummate the Mergers will be within the sole and absolute discretion of the Company and Parent.

14. Entire Agreement; Amendment. Except as specifically contemplated herein, this Agreement constitutes the entire agreement by you and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and the Company with respect to the subject matter hereof, whether written or oral. The Company may amend, modify, or terminate this Agreement for the purpose of meeting or addressing any changes in legal requirements or for any other purpose reasonably related to the administration of this Agreement, except that no amendment or alteration that would materially adversely affect your rights under this Agreement will be made without your consent.

[*Signature Page Follows*]

Sincerely,

UNIFIRST CORPORATION

By: /s/ Steven S. Sintros
Name: Steven S. Sintros
Title: CEO and President

AGREED AND ACCEPTED:

Dated: October 26, 2026 /s/ David Katz
Name: David Katz

Exhibit A

Form of Release

(attached)

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UniFirst

GENERAL RELEASE OF CLAIMS AGREEMENT

This General Release of Claims Agreement (this "Agreement") is provided to me as of [DATE], by UniFirst Corporation (the "UniFirst"). I acknowledge and agree that I am a participant in UniFirst's Executive Employment Plan (the "Plan"), and my employment with UniFirst terminated on [DATE] (the "Separation Date"). My termination from employment with UniFirst entitles me to the payments and benefits set forth in Section 7 of the Plan, as well as the payments contemplated by my Senior Leadership Team Letter Agreement from UniFirst, dated as of [DATE], 2026 (the "Letter Agreement"), subject to my timely execution [and nonrevocation] of this Agreement.

I acknowledge and agree that I have [21/45]/[five] days from the Separation Date (the "Deadline") to review the terms of this Agreement, accept the terms of this Agreement by signing where indicated below, and returning a signed copy of this Agreement to UniFirst (the day I execute this Agreement, the "Execution Date" (which I may do at any time prior to the Deadline, thereby waiving the remainder of the review period)). I acknowledge that UniFirst and Cintas Corporation ("Cintas") have recommended that I have this Agreement reviewed by an attorney or advisor, at my own expense, and that if I chose to forego such review, I have done so voluntarily. [I further acknowledge and agree that, following the Execution Date, I will have seven days (the "Revocation Period") to further consider this Agreement and to revoke such execution, in which case this Agreement will be null and void.] If I fail to execute this Agreement by the Deadline [or revoke my acceptance of this Agreement during the Revocation Period], this Agreement will not go into effect and I will not be entitled to receive any of the payments or benefits that are conditioned upon the effectiveness of this Agreement. If I timely execute this Agreement [and do not revoke it, the eighth day following] the Execution Date will be the effective date of this Agreement (the "Effective Date").

As consideration for the payments and benefits contemplated by the Letter Agreement, the sufficiency of which I, on behalf of myself and my heirs, executors, dependents, affiliates, successors, and assigns, expressly acknowledge, I hereby unconditionally and irrevocably release, waive, and forever discharge UniFirst and Cintas (which, as used in this paragraph, shall also include UniFirst's and Cintas's current and former directors, officers, managers, employees, attorneys, agents, representatives, shareholders, subsidiaries, affiliates, successors, and assigns) (the "Released Parties") from any and all claims, damages, rights, judgments, obligations, demands, and causes of action of any kind that I have or could claim to have, whether currently known or unknown, against the Released Parties. This release includes any and all claims relating to my employment by and resignation or termination from the Released Parties including, without limitation, those claims arising out of any offer letter or similar agreement or any event, condition, circumstance, or obligation that occurred, existed, or arose on or prior to the Execution Date, all claims for wages, commissions, vacation (other than earned or unused vacation that will be paid upon termination), holiday or sick pay, bonuses, employee benefits, fringe benefits, health or medical insurance, severance, retention, expense reimbursement, stock, stock options, equity or equity-based awards, cash or cash-based awards, or any other form of compensation or benefits, all claims of any kind for discrimination, wrongful discharge, retaliation, harassment, failure to reinstate or accommodate, any leave entitlements, all claims based on tort, emotional distress, negligence, all claims under any federal, state, or local civil or human rights law, including any claim under the Worker Adjustment & Retaining Notification Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Genetic Information

and Nondiscrimination Act, the Employee Retirement Income and Security Act of 1974, [the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act, 29 U.S.C. Section 626, et seq.,] or under any other local, state, or federal law, regulation, or ordinance, or under any public policy, any doctrine of good faith and fair dealing, or common law, including actions for "bad faith" and any claims for wrongful discharge under any judicially recognized exceptions to the at-will employment doctrine, all claims for breach of contract, whether express or implied, and all claims for reinstatement, attorneys' fees and costs. I understand that I may later discover claims or facts that may be different from, or in addition to, those that I now know or believe to exist with regard to the subject matter of this Agreement, and that, if known on the Execution Date, may have materially affected this Agreement or my decision to enter into it. I hereby waive any right or claim that might arise as a result of such different or additional claims or facts. Nothing in this Agreement shall release or impair any of the following rights or claims (collectively, the "Retained Claims"): (i) any right that cannot be waived by private agreement under law (including the right to file any claim for workers' compensation or unemployment insurance), (ii) any claim to vested benefits under UniFirst's benefit plans (including under the UniFirst Corporation Nonqualified Deferred Compensation Plan and the UniFirst Corporation Supplemental Executive Retirement Plan), or (iii) any rights to [(A) awards granted under the UniFirst Corporation 2010 Stock Option and Incentive Plan or the UniFirst Corporation 2023 Equity Incentive Plan, (B) awards issued by Cintas in substitution for any such awards pursuant to the Merger Agreement (as defined in the Letter Agreement), and (C) amounts payable pursuant to the Letter Agreement.]

Except for any Retained Claims, this Agreement represents the entire agreement between me and the Released Parties relating to the termination of my employment and my rights and entitlements in connection therewith. I further agree that the payments and benefits provided under this Agreement will be in full satisfaction of any and all claims for payments or benefits, whether express or implied, that I may have against the Released Parties arising out of my employment to termination hereof, other than any Retained Claims.

I confirm that I have not filed any employment-related claim, charge, complaint, or action in any forum or form, and I will not file any such claim or lawsuit based on any events that have occurred at any time up until the Execution Date. I understand, however, that nothing in this Agreement prevents me from filing a charge with or cooperating with the Equal Employment Opportunity Commission ("EEOC") or state Fair Employment Practices Agencies ("FEPA"), or openly and voluntarily communicating and cooperating with the EEOC or state FEPA. I also understand that I cannot seek or accept any monetary relief as a result of any EEOC or FEPA charge whether filed by me or another person or entity. I also understand and agree that nothing in this Agreement prevents me from exercising, in any way, my broad panoply of rights under Section 7 of the National Labor Relations Act, including my ability to speak with former coworkers regarding terms and conditions of employment, to file with the National Labor Relations Board ("NLRB") an unfair labor practice charge, to assist a former coworker with the filing of a charge, to provide information to the NLRB, to assist with the NLRB's investigation or litigation of a charge, or to speak with others regarding workplace issues.

I acknowledge and agree that I have received, other than to the extent a Retained Claim, from the Released Parties all wages and compensation I am owed or to which I am entitled by law at all times prior to the Execution Date. I further acknowledge and agree that I have previously reported to UniFirst or Cintas any and all work-related injuries that I may have incurred or illnesses that I may have suffered prior to the Execution Date, to the extent that such injury or illness arose out of and in connection with my employment or service with UniFirst or Cintas. I do not claim that I suffered any work-related injuries for which I have not been fully

compensated by UniFirst or Cintas or its insurers. If I ever act in disregard of the covenants made in this Agreement, including by filing a charge, claim, or lawsuit based on any legal claims that I have agreed to release, and a Released Party is a prevailing party in the matter, I agree to pay for all costs and expenses incurred by such Released Party, including all reasonable attorneys' fees, incurred in defending against my previously released claims.

Nothing in this Agreement shall impose any limit on my right to respond accurately and fully to any question, inquiry, or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding UniFirst, my employment or termination with UniFirst or Cintas, or this Agreement. I am not required to contact UniFirst or Cintas regarding the subject matter of such communications before engaging in such communications. I also understand that I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand that disclosure of trade secrets to attorneys in legal proceedings, if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833, when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.

I acknowledge and agree that if I breach any provision of this Agreement, (i) I will forfeit any portion of the payments and benefits pursuant to the Letter Agreement that have not yet been paid and will be required to tender back to UniFirst or Cintas, as applicable, any portion of such payments and benefits that have already been made, and (ii) my actions may constitute a breach of my contractual obligations with UniFirst or Cintas and UniFirst and Cintas may be entitled to breach of contract damages. I acknowledge and agree that neither this Agreement nor UniFirst's or Cintas's offer to enter into this Agreement should be construed as an admission by UniFirst or Cintas that it has acted wrongfully toward me in any way. UniFirst and Cintas expressly deny any liability to me for any alleged wrongful acts by it or by any of its employees, representatives, or agents.

I acknowledge and agree that this Agreement may be modified only in writing, executed by each of the parties hereto. I acknowledge and agree that the obligations set forth in this Agreement are independent of one another and are severable from each other, in that any invalidity of one provision does not invalidate or extinguish any duties or rights set forth in other provisions.

I acknowledge and agree to the terms and conditions (which include releases) that are set forth on Annex I attached hereto, if applicable in my state of residence, and acknowledge and agree that the terms and conditions contained on Annex I will override the terms and conditions contained in this Agreement to the extent applicable.

I understand that this Agreement is a legal document and will have legal consequences. I acknowledge and agree that I have had a reasonable time to review this Agreement as set forth herein, that I have read this Agreement, that I am competent to enter into this Agreement, and that I fully know, understand, and appreciate its contents, and execute it voluntarily.

UniFirst

Date [Name]

Date UniFirst Corporation

UniFirst

Annex I

STATE SPECIFIC PROVISIONS

- **California:** Waiver of Section 1542. I hereby state that it is my intention in executing this Agreement that it shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, and charge, including every claim for attorneys' fees and costs, hereinabove released. I hereby expressly waive and relinquish all rights and benefits, if any, arising under the Civil Code of the State of California, which provides the following: Section 1542 [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- **Colorado:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Illinois:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Massachusetts:** By executing this Agreement, I agree I am releasing claims against UniFirst and Cintas under Mass. Gen. Laws c. 149 Section 148, et seq. (the Massachusetts Wage Act). These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- **Minnesota:** Under the Minnesota Human Rights Act (MHRA) at Minn. Stat. § 363A.31, I acknowledge that for a period of fifteen (15) days from the date of the execution of this Agreement, I shall retain the right to revoke this Agreement by written notice to UniFirst and Cintas, and that this Agreement shall not become effective or enforceable until the expiration of such revocation period.
- **New Jersey:** The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-3, et seq.
- **North Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under N.D. Cent. Code § 9-13-02, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."
- **Puerto Rico:** I understand, acknowledge, and agree that my employment with UniFirst and Cintas ended or will end for just cause, pursuant to Puerto Rico Act No. 80 of May 30, 1976, as amended ("Act No. 80"), on or about the date I execute this Agreement. I acknowledge, understand, and agree that the severance pay offered by UniFirst and Cintas as consideration in exchange for signing this Agreement shall be deemed and treated as statutory severance under Act No. 80 for tax purposes subject to the applicable payroll deductions.
- **South Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under S.D. Codified Laws § 20-7-11, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- **Washington:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **West Virginia**: The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the West Virginia Human Rights Act, W. Va. Code § 5-11-1, et seq. I have had up to 21 days within which to consider the Agreement. I am hereby advised by UniFirst and Cintas to consult with legal counsel, at my own expense, before signing. The toll-free telephone number of the West Virginia State Bar Association is 1-800-642-3617. Following execution of the Agreement, I have 7 days to revoke the Agreement in writing, and the Agreement shall not become effective or enforceable until the revocation period has expired.

UniFirst

Exhibit 10.17

EXECUTION VERSION

October 26, 2026

Steven Sintros
By Electronic Mail

Re: Cintas Merger

Dear Steve:

As you are aware, UniFirst Corporation, a Massachusetts corporation (the "Company"), has entered into an Agreement and Plan of Merger with Cintas Corporation, a Washington corporation ("Parent"), and its wholly owned subsidiaries, Bruin Merger Sub I, Inc., a Delaware corporation ("Merger Sub Inc."), and Bruin Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub LLC"), pursuant to which Merger Sub Inc. will merge with and into the Company (the "First Merger"), with the Company surviving as a wholly owned subsidiary of Parent (the "Surviving Corporation"), and as part of the same overall transaction, the Surviving Corporation will immediately thereafter merge with and into Merger Sub LLC (the "Second Merger" and together with the First Merger, the "Mergers"), with Merger Sub LLC surviving as a wholly owned subsidiary of Parent (such agreement, the "Merger Agreement"). The Mergers are expected to be completed in the fourth quarter of 2026, although the timing depends on the satisfaction of certain closing conditions, including receipt of regulatory approvals, and may extend into 2027. The closing of the First Merger is referred to in this letter agreement (this "Agreement") as the "First Effective Time," and the closing of the Mergers is referred to in this Agreement as the "Closing." Capitalized terms used but not defined herein are defined in the Merger Agreement.

1. Severance Eligibility.

(a) This Agreement confirms that you are a participant in the Company's Executive Employment Plan (the "Executive Plan") and are therefore eligible to receive certain severance benefits if your employment with the Company terminates under the circumstances set forth therein, which include your resignation with "Good Reason" (as defined in the Executive Plan), subject to the terms and conditions set forth in the Executive Plan. Without limiting any other rights that you may have under the Executive Plan, or otherwise, including any rights to claim Good Reason thereunder based on any other fact or circumstance occurring now or in the future, the Company hereby acknowledges and confirms that the consummation of the Mergers (which will constitute a "Change in Control" for purposes of the Executive Plan) will, as of the Closing, constitute and give rise to a material diminution in your duties, authority, and responsibilities without your consent, thereby constituting Good Reason, which the Company will be unable to cure (such that there will be no "Cure Period" (as defined in the Executive Plan)). Further, to assist with post-closing integration and transition matters, the Company hereby agrees to modify the "Good Reason Process" (as defined in the Executive Plan) such that you will have 180 days following the consummation of the Mergers to notify the Company of your resignation from employment with Good Reason due to the consummation of the Mergers.

(b) For the avoidance of doubt and without limiting the generality of the foregoing or any other rights or entitlements that you may have under this Agreement, any Company Benefit Plan, or otherwise, if you resign with Good Reason following the First

Effective Time and you satisfy the Release Requirement (as defined in the Executive Plan, which you may do by executing and not revoking a release of claims in favor of the Company and Parent in the form attached hereto as Exhibit A), you will be entitled to (i) the severance benefits provided under Section 7 of the Executive Plan, (ii) prorated vesting and payment of all Converted RSUs that you then hold in substitution of any Company RSUs granted to you in 2026, with such proration applied in accordance with the terms and conditions of the applicable award agreement, and (iii) full acceleration of vesting and payment of all other Company Equity Awards then held by you, as such Company Equity Awards may be converted into awards denominated in shares of Parent Common Stock in accordance with the Merger Agreement. For the avoidance of doubt, all compensatory payments that you receive under the Executive Plan, this Section 1, or otherwise will remain subject to any required withholding for applicable federal, state, and local taxes.

2. Confidentiality of Agreement. The terms and conditions of this Agreement will remain strictly confidential, except for (i) disclosures to your immediate family and any tax, legal, or other counsel whom you may consult regarding this Agreement, whom you will instruct not to disclose the same, and (ii) disclosures, if any, required by applicable law. Nothing herein will (x) prohibit or restrict you from lawfully making any disclosures that are protected under the whistleblower provisions of any applicable law, rule, or regulation or (y) impact your immunity under, or prohibit any disclosures permitted by, 28 U.S.C. Section 1833(b).

3. No Right to Continued Employment; No Rights as Equity Holder. Nothing in this Agreement will confer upon you any right to continued employment with the Company or any of its affiliates (or any particular term or condition of such continued employment) or interfere in any way with the right of the Company to terminate your employment at any time for any or no reason. This Agreement will not in any way entitle you to any rights as an equity holder of the Company or any of its affiliates.

4. Section 409A. To the extent applicable, it is intended that this Agreement comply with, or be exempt from, the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and guidance promulgated thereunder (collectively, "Section 409A"), and this Agreement should be interpreted and administered accordingly. Any provision that would cause this Agreement to fail to satisfy Section 409A will have no force or effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A). To the extent that any payment or benefit constitutes a "deferral of compensation" within the meaning of Section 409A and the period for satisfying the Release Requirement begins in one taxable year and ends in a second taxable year, such payment or benefit will be deferred until, and paid without interest promptly following, the later of (x) the satisfaction of the Release Requirement and (y) the Company's first regular payroll date occurring in the second taxable year. Notwithstanding the foregoing, if on the date of your termination of employment you are considered a "specified employee" within the meaning of Section 409A(a)(2)(B)(i), then to the extent that any payment or benefit constitutes a "deferral of compensation" payable upon a separation from service, the Company will defer such payment or benefit until the earlier of (i) six months and one day after your termination date and (ii) your death. If any such delayed payment is otherwise payable on an installment basis, the first payment occurring after the mandatory deferral contemplated in the immediately preceding sentence will include a catch-up payment covering amounts that would have otherwise been paid during the deferral period but for the application of this provision (without interest), and the Company will pay the balance of the installments in accordance with their original schedule. Notwithstanding the foregoing, in no event whatsoever will the Company or any of its affiliates be liable for any additional tax, interest, income inclusion, or other penalty that may be imposed on you by Section 409A or for damages for failing to comply with Section 409A.

5. Governing Law; Waiver of Jury Trial. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement or the relationship of the parties will be governed by and construed in accordance with the laws of the Commonwealth of

Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. IN ADDITION, YOU AND THE COMPANY HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, OR ACTION OF ANY PARTY HERETO.

6. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason by any court or other dispute-adjudicator with authority and jurisdiction over the Company or Parent, such illegality, invalidity, or unenforceability will not affect the remaining parts hereof, and this Agreement will remain in full force and effect and be construed and enforced as if such illegal, invalid, or unenforceable provision never existed.

7. No Assignment; Successors. This Agreement is personal to each of the parties hereto. Except as provided in this Section 7, or as otherwise provided by applicable law, no party may assign or delegate any rights or obligations hereunder without first obtaining the advance written consent of the other party hereto. Any purported assignment or delegation by you in violation of the foregoing will be null and void *ab initio* and of no force or effect. The Company may assign this Agreement to a person or entity that is an affiliate of the Company or to any successor to all or substantially all of the business or assets of the Company that assumes in writing, or by operation of law, the obligations of the Company hereunder without your consent (which for the sake of clarity, means that the Company can assign this Agreement to Parent upon the Closing).

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same instrument.

9. Company Discretion; No Obligation to Consummate the Mergers. No provision of this Agreement will be interpreted to impose an obligation on the Company to consummate the Mergers. The decision to consummate the Mergers will be within the sole and absolute discretion of the Company and Parent.

10. Entire Agreement; Amendment. Except as specifically contemplated herein, this Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between you and the Company with respect to the subject matter hereof, whether written or oral. The Company may amend, modify, or terminate this Agreement for the purpose of meeting or addressing any changes in legal requirements or for any other purpose reasonably related to the administration of this Agreement, except that no amendment or alteration that would materially adversely affect your rights under this Agreement will be made without your consent.

[*Signature Page Follows*]

Sincerely,

UNIFIRST CORPORATION

By: /s/ Joseph M. Nowicki
Name: Joseph M. Nowicki
Title: Chairman of the Board of Directors

AGREED AND ACCEPTED:

Dated: October 26, 2026 /s/ Steven S. Sintros
Name: Steven S. Sintros

Exhibit A

Form of Release

(attached)

UniFirst

GENERAL RELEASE OF CLAIMS AGREEMENT

This General Release of Claims Agreement (this "Agreement") is provided to me as of [DATE], by UniFirst Corporation (the "UniFirst"). I acknowledge and agree that I am a participant in UniFirst's Executive Employment Plan (the "Plan"), and my employment with UniFirst terminated on [DATE] (the "Separation Date"). My termination from employment with UniFirst entitles me to the payments and benefits set forth in Section 7 of the Plan, as well as the payments contemplated by my Senior Leadership Team Letter Agreement from UniFirst, dated as of [DATE], 2026 (the "Letter Agreement"), subject to my timely execution [and nonrevocation] of this Agreement.

I acknowledge and agree that I have [21/45]/[five] days from the Separation Date (the "Deadline") to review the terms of this Agreement, accept the terms of this Agreement by signing where indicated below, and returning a signed copy of this Agreement to UniFirst (the day I execute this Agreement, the "Execution Date" (which I may do at any time prior to the Deadline, thereby waiving the remainder of the review period)). I acknowledge that UniFirst and Cintas Corporation ("Cintas") have recommended that I have this Agreement reviewed by an attorney or advisor, at my own expense, and that if I chose to forego such review, I have done so voluntarily. [I further acknowledge and agree that, following the Execution Date, I will have seven days (the "Revocation Period") to further consider this Agreement and to revoke such execution, in which case this Agreement will be null and void.] If I fail to execute this Agreement by the Deadline [or revoke my acceptance of this Agreement during the Revocation Period], this Agreement will not go into effect and I will not be entitled to receive any of the payments or benefits that are conditioned upon the effectiveness of this Agreement. If I timely execute this Agreement [and do not revoke it, the eighth day following] the Execution Date will be the effective date of this Agreement (the "Effective Date").

As consideration for the payments and benefits contemplated by the Letter Agreement, the sufficiency of which I, on behalf of myself and my heirs, executors, dependents, affiliates, successors, and assigns, expressly acknowledge, I hereby unconditionally and irrevocably release, waive, and forever discharge UniFirst and Cintas (which, as used in this paragraph, shall also include UniFirst's and Cintas's current and former directors, officers, managers, employees, attorneys, agents, representatives, shareholders, subsidiaries, affiliates, successors, and assigns) (the "Released Parties") from any and all claims, damages, rights, judgments, obligations, demands, and causes of action of any kind that I have or could claim to have, whether currently known or unknown, against the Released Parties. This release includes any and all claims relating to my employment by and resignation or termination from the Released Parties including, without limitation, those claims arising out of any offer letter or similar agreement or any event, condition, circumstance, or obligation that occurred, existed, or arose on or prior to the Execution Date, all claims for wages, commissions, vacation (other than earned or unused vacation that will be paid upon termination), holiday or sick pay, bonuses, employee benefits, fringe benefits, health or medical insurance, severance, retention, expense reimbursement, stock, stock options, equity or equity-based awards, cash or cash-based awards, or any other form of compensation or benefits, all claims of any kind for discrimination, wrongful discharge, retaliation, harassment, failure to reinstate or accommodate, any leave entitlements, all claims based on tort, emotional distress, negligence, all claims under any federal, state, or local civil or human rights law, including any claim under the Worker Adjustment & Retaining Notification Act, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Genetic Information

and Nondiscrimination Act, the Employee Retirement Income and Security Act of 1974, [the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act, 29 U.S.C. Section 626, et seq.,] or under any other local, state, or federal law, regulation, or ordinance, or under any public policy, any doctrine of good faith and fair dealing, or common law, including actions for "bad faith" and any claims for wrongful discharge under any judicially recognized exceptions to the at-will employment doctrine, all claims for breach of contract, whether express or implied, and all claims for reinstatement, attorneys' fees and costs. I understand that I may later discover claims or facts that may be different from, or in addition to, those that I now know or believe to exist with regard to the subject matter of this Agreement, and that, if known on the Execution Date, may have materially affected this Agreement or my decision to enter into it. I hereby waive any right or claim that might arise as a result of such different or additional claims or facts. Nothing in this Agreement shall release or impair any of the following rights or claims (collectively, the "Retained Claims"): (i) any right that cannot be waived by private agreement under law (including the right to file any claim for workers' compensation or unemployment insurance), (ii) any claim to vested benefits under UniFirst's benefit plans (including under the UniFirst Corporation Nonqualified Deferred Compensation Plan and the UniFirst Corporation Supplemental Executive Retirement Plan), or (iii) any rights to [(A) awards granted under the UniFirst Corporation 2010 Stock Option and Incentive Plan or the UniFirst Corporation 2023 Equity Incentive Plan, (B) awards issued by Cintas in substitution for any such awards pursuant to the Merger Agreement (as defined in the Letter Agreement), and (C) amounts payable pursuant to the Letter Agreement.]

Except for any Retained Claims, this Agreement represents the entire agreement between me and the Released Parties relating to the termination of my employment and my rights and entitlements in connection therewith. I further agree that the payments and benefits provided under this Agreement will be in full satisfaction of any and all claims for payments or benefits, whether express or implied, that I may have against the Released Parties arising out of my employment to termination hereof, other than any Retained Claims.

I confirm that I have not filed any employment-related claim, charge, complaint, or action in any forum or form, and I will not file any such claim or lawsuit based on any events that have occurred at any time up until the Execution Date. I understand, however, that nothing in this Agreement prevents me from filing a charge with or cooperating with the Equal Employment Opportunity Commission ("EEOC") or state Fair Employment Practices Agencies ("FEPA"), or openly and voluntarily communicating and cooperating with the EEOC or state FEPA. I also understand that I cannot seek or accept any monetary relief as a result of any EEOC or FEPA charge whether filed by me or another person or entity. I also understand and agree that nothing in this Agreement prevents me from exercising, in any way, my broad panoply of rights under Section 7 of the National Labor Relations Act, including my ability to speak with former coworkers regarding terms and conditions of employment, to file with the National Labor Relations Board ("NLRB") an unfair labor practice charge, to assist a former coworker with the filing of a charge, to provide information to the NLRB, to assist with the NLRB's investigation or litigation of a charge, or to speak with others regarding workplace issues.

I acknowledge and agree that I have received, other than to the extent a Retained Claim, from the Released Parties all wages and compensation I am owed or to which I am entitled by law at all times prior to the Execution Date. I further acknowledge and agree that I have previously reported to UniFirst or Cintas any and all work-related injuries that I may have incurred or illnesses that I may have suffered prior to the Execution Date, to the extent that such injury or illness arose out of and in connection with my employment or service with UniFirst or Cintas. I do not claim that I suffered any work-related injuries for which I have not been fully

compensated by UniFirst or Cintas or its insurers. If I ever act in disregard of the covenants made in this Agreement, including by filing a charge, claim, or lawsuit based on any legal claims that I have agreed to release, and a Released Party is a prevailing party in the matter, I agree to pay for all costs and expenses incurred by such Released Party, including all reasonable attorneys' fees, incurred in defending against my previously released claims.

Nothing in this Agreement shall impose any limit on my right to respond accurately and fully to any question, inquiry, or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding UniFirst, my employment or termination with UniFirst or Cintas, or this Agreement. I am not required to contact UniFirst or Cintas regarding the subject matter of such communications before engaging in such communications. I also understand that I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand that disclosure of trade secrets to attorneys in legal proceedings, if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833, when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.

I acknowledge and agree that if I breach any provision of this Agreement, (i) I will forfeit any portion of the payments and benefits pursuant to the Letter Agreement that have not yet been paid and will be required to tender back to UniFirst or Cintas, as applicable, any portion of such payments and benefits that have already been made, and (ii) my actions may constitute a breach of my contractual obligations with UniFirst or Cintas and UniFirst and Cintas may be entitled to breach of contract damages. I acknowledge and agree that neither this Agreement nor UniFirst's or Cintas's offer to enter into this Agreement should be construed as an admission by UniFirst or Cintas that it has acted wrongfully toward me in any way. UniFirst and Cintas expressly deny any liability to me for any alleged wrongful acts by it or by any of its employees, representatives, or agents.

I acknowledge and agree that this Agreement may be modified only in writing, executed by each of the parties hereto. I acknowledge and agree that the obligations set forth in this Agreement are independent of one another and are severable from each other, in that any invalidity of one provision does not invalidate or extinguish any duties or rights set forth in other provisions.

I acknowledge and agree to the terms and conditions (which include releases) that are set forth on Annex I attached hereto, if applicable in my state of residence, and acknowledge and agree that the terms and conditions contained on Annex I will override the terms and conditions contained in this Agreement to the extent applicable.

I understand that this Agreement is a legal document and will have legal consequences. I acknowledge and agree that I have had a reasonable time to review this Agreement as set forth herein, that I have read this Agreement, that I am competent to enter into this Agreement, and that I fully know, understand, and appreciate its contents, and execute it voluntarily.

UniFirst

Date [Name]

Date UniFirst Corporation

UniFirst

Annex I

STATE SPECIFIC PROVISIONS

- **California:** Waiver of Section 1542. I hereby state that it is my intention in executing this Agreement that it shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, and charge, including every claim for attorneys' fees and costs, hereinabove released. I hereby expressly waive and relinquish all rights and benefits, if any, arising under the Civil Code of the State of California, which provides the following: Section 1542 [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- **Colorado:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Illinois:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **Massachusetts:** By executing this Agreement, I agree I am releasing claims against UniFirst and Cintas under Mass. Gen. Laws c. 149 Section 148, et seq. (the Massachusetts Wage Act). These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- **Minnesota:** Under the Minnesota Human Rights Act (MHRA) at Minn. Stat. § 363A.31, I acknowledge that for a period of fifteen (15) days from the date of the execution of this Agreement, I shall retain the right to revoke this Agreement by written notice to UniFirst and Cintas, and that this Agreement shall not become effective or enforceable until the expiration of such revocation period.
- **New Jersey:** The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-3, et seq.
- **North Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under N.D. Cent. Code § 9-13-02, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."
- **Puerto Rico:** I understand, acknowledge, and agree that my employment with UniFirst and Cintas ended or will end for just cause, pursuant to Puerto Rico Act No. 80 of May 30, 1976, as amended ("Act No. 80"), on or about the date I execute this Agreement. I acknowledge, understand, and agree that the severance pay offered by UniFirst and Cintas as consideration in exchange for signing this Agreement shall be deemed and treated as statutory severance under Act No. 80 for tax purposes subject to the applicable payroll deductions.
- **South Dakota:** I expressly waive any and all rights that I may have under any state or local statute, executive order, regulation, common law, or public policy relating to unknown claims, including but not limited to all rights under S.D. Codified Laws § 20-7-11, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- **Washington:** Nothing in this Agreement shall limit my ability to disclose or discuss any alleged discriminatory or unfair employment practice that I have reason to believe is unlawful.
- **West Virginia**: The release contained in this Agreement specifically includes, but is not limited to, any and all claims arising under the West Virginia Human Rights Act, W. Va. Code § 5-11-1, et seq. I have had up to 21 days within which to consider the Agreement. I am hereby advised by UniFirst and Cintas to consult with legal counsel, at my own expense, before signing. The toll-free telephone number of the West Virginia State Bar Association is 1-800-642-3617. Following execution of the Agreement, I have 7 days to revoke the Agreement in writing, and the Agreement shall not become effective or enforceable until the revocation period has expired.

Exhibit 21

List of subsidiaries of the Company:

Name of Subsidiary	Jurisdiction of Organization or Incorporation
UniFirst Holdings, Inc.	Delaware
UniTech Services Group, LLC	California
UniFirst-First Aid Corporation	Maryland
UniTech Holdings SE	Netherlands
UniTech Services Canada Ltd.	Canada
UniTech Services SAS	France
UniTech Services B.V.	Netherlands
UniTech Services GmbH	Germany
UniTech Services Group Ltd.	United Kingdom
UniFirst Canada Ltd.	Canada
RC Air LLC	New Hampshire
UONE Corporation	Massachusetts
Uniformes de San Luis S.A. de C.V.	Mexico
UniFirst S.A. de C.V.	Mexico
UniFirst Far East Limited	Hong Kong
UniFirst Manufacturing Corporation	Massachusetts
UniFirst Nicaragua S.A. de C.V.	Nicaragua
Clean the Uniform Holding Company, LLC	Missouri

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-280678) pertaining to the UniFirst Corporation 2023 Equity Incentive Plan.
(2) Registration Statement (Form S-8 No. 333-177485) pertaining to the UniFirst Corporation 2010 Stock Option and Incentive Plan, and
(3) Registration Statement (Form S-8 No. 333-203339) pertaining to the UniFirst Corporation Amended and Restated 2010 Stock Option and Incentive Plan;

of our reports dated October 27, 2026, with respect to the consolidated financial statements of UniFirst Corporation and subsidiaries, and the effectiveness of internal control over financial reporting of UniFirst Corporation and subsidiaries, included in this Annual Report (Form 10-K) of UniFirst Corporation for the year ended August 29, 2026.

/s/ Ernst & Young LLP
Boston, Massachusetts
October 27, 2026

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a)/15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven S. Sintros, certify that:

1. I have reviewed this Annual Report on Form 10-K of UniFirst Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant, and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: October 27, 2026

By: /s/ Steven S. Sintros
Steven S. Sintros

President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECURITIES EXCHANGE ACT RULE 13a-14(a)/15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Shane O'Connor, certify that:

1. I have reviewed this Annual Report on Form 10-K of UniFirst Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant, and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: October 27, 2026

By: /s/ Shane O'Connor
Shane O'Connor

Executive Vice President and Chief Financial Officer (Principal Financial Officer)

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Steven S. Sintros, President and Chief Executive Officer of UniFirst Corporation (the "Company"), do hereby certify, to the best of my knowledge, that:

(1) The Company's Annual Report on Form 10-K for the year ended August 29, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 27, 2026

By: /s/ Steven S. Sintros

Steven S. Sintros

President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Shane O'Connor, Executive Vice President and Chief Financial Officer of UniFirst Corporation (the "Company"), do hereby certify, to the best of my knowledge, that:

(1) The Company's Annual Report on Form 10-K for the year ended August 29, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 27, 2026

By: /s/ Shane O'Connor
Shane O'Connor

Executive Vice President and Chief Financial Officer (Principal Financial Officer)