UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 17, 2021

THE DAVEY TREE EXPERT COMPANY

(Exact name of registrant as specified in its charter)

Ohio	**000-11917**	**34-0176110**
(State or other jurisdiction of incorporation)	(Commission File Number)	(Employer Identification Number)

1500 North Mantua Street
P.O. Box 5193
Kent, OH 44240
(Address of principal executive offices) (Zip Code)

(330) 673-9511
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	**Trading Symbol(s)**	**Name of Each Exchange on Which Registered**
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement

See the information set forth in Item 2.03 of this Current Report on Form 8-K, which is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On September 20, 2021, The Davey Tree Expert Company (the "Company") entered into Amendment No. 1 (the "First Amendment") to its Note Purchase and Private Shelf Agreement, dated September 21, 2018 (as amended, the "Purchase Agreement"), with PGIM, Inc. ("Prudential"), each of the initial purchasers named in the Purchaser Schedule attached to the Purchase Agreement, and each Prudential Affiliate (as defined in the Purchase Agreement) which has become or hereafter becomes a party thereto.

The First Amendment increases the total facility limit to $150.0 million from the previous $100.0 million and extends the issuance period for subsequent series of promissory notes to be issued and sold pursuant to the Purchase Agreement to September 20, 2024.

The First Amendment also amends certain provisions and covenants to generally conform them to the corresponding provisions and covenants contained in the Fourth Amended and Restated Credit Agreement, dated August 18, 2021, among the Company, the lending institutions party thereto, KeyBank National Association, as lead arranger, syndication agent and administrative agent, and PNC Bank, National Association and Wells Fargo Bank, N.A., as co-documentation agents. In addition, Wetlands Studies and Solutions, Inc., a Virginia corporation and a subsidiary of the Company, entered into a joinder agreement to become a subsidiary guarantor pursuant to the Subsidiary Guaranty Agreement under the Purchase Agreement.

The foregoing description of the First Amendment is merely a summary of the terms and conditions of the First Amendment and does not purport to be a complete description of the First Amendment. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the First Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On September 17, 2021, the Board of Directors of the Company (the "Board") approved and declared a two-for-one stock split in the form of a stock dividend (the "Stock Split"), which is described further in Item 8.01 of this Current Report on Form 8-K.

On September 20, 2021, in connection with the Stock Split, the Company, in accordance with the prior approval of the Board and pursuant to Section 1701.70(B)(8) of the Ohio Revised Code, filed a Certificate of Amendment (the "Amendment") to its 2017 Amended Articles of Incorporation with the Secretary of State of the State of Ohio. The Amendment, which became effective upon filing: (1) proportionately increased the authorized number of common shares from 48,000,000 to 96,000,000; and (2) proportionately decreased the par value of the issued and unissued common shares from $1.00 per share to $0.50 per share.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events

Stock Split

On September 17, 2021, the Board approved and declared the Stock Split, which consists of a two-for-one stock split in the form of a stock dividend. Each of the Company's shareholders of record at the close of business on October 1, 2021 will receive one additional common share for each then-held common share, including treasury shares, to be distributed after close of business on October 15, 2021.

Stock Repurchase Program

On September 17, 2021, the Board also approved the repurchase of up to an additional 1,500,000 shares of its outstanding common shares in addition to approximately 514,023 shares remaining under a prior authorization, which share numbers do not reflect the impact of the Stock Split. The repurchase authorization does not have an expiration date and may be suspended or discontinued at any time without prior notice.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description of Exhibit
3.1	Certificate of Amendment to the 2017 Amended Articles of Incorporation, dated as of September 20, 2021.
10.1	Amendment No. 1 to Note Purchase and Private Shelf Agreement, dated September 20, 2021, by and among PGIM, Inc., each of the Purchasers thereto, and The Davey Tree Expert Company.
104	Cover Page Interactive Data File

SIGNATURE

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

THE DAVEY TREE EXPERT COMPANY

By: /s/ Joseph R. Paul
Joseph R. Paul, Executive Vice President,
Chief Financial Officer and Assistant Secretary

Date: September 21, 2021

EXHIBIT 10.1

EXECUTION VERSION

September 20, 2021

The Davey Tree Expert Company
1500 North Mantua Street
Kent, Ohio 44240

Re: Amendment No. 1 to Note Purchase and Private Shelf Agreement

Ladies and Gentlemen:

Reference is made to the Note Purchase and Private Shelf Agreement, dated as of September 21, 2018 (the **"Note Agreement"**), by and among The Davey Tree Expert Company, an Ohio corporation (the **"Company"**), on the one hand, and PGIM, Inc. (**"Prudential"**), the Initial Purchasers party thereto, and each Prudential Affiliate (as therein defined) which has become or hereafter becomes a party thereto, on the other. Capitalized terms used herein that are not otherwise defined herein shall have the meaning specified in the Note Agreement.

The Company has requested that Prudential and the holders of Notes agree to amend the Note Agreement, as more particularly described below. Subject to the terms and conditions hereof, Prudential and the Required Holder(s) are willing to agree to such request.

Accordingly, in accordance with the provisions of Section 17.1 of the Note Agreement, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to the Note Agreement. Effective upon the Effective Date (as defined in Section 3 below), the parties hereto agree that the Note Agreement is amended as follows:

1.1 Clauses (a) and (b) of Section 2.2 of the Note Agreement are hereby amended and restated in their entirety to read as follows:

> (a) *Facility*. Prudential is willing to consider, in its sole discretion and within limits which may be authorized for purchase by Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the **"Facility"**. At any time, $150,000,000 *minus* the aggregate outstanding principal amount of Notes, *minus* the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold

hereunder prior to such time, is herein called the **"Available Facility Amount"** at such time. **NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES BY PRUDENTIAL AFFILIATES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.**

(b). *Issuance Period.* Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) September 20, 2024 (or if such date is not a Business Day, the Business Day next preceding such date), (ii) the 30th day after Prudential shall have given to the Issuer, or the Issuer shall have given to Prudential, a written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such 30th day is not a Business Day, the Business Day next preceding such 30th day), (iii) the termination of the Facility under Section 12.1 of this Agreement, and (iv) the acceleration of any Note under Section 12.1 of this Agreement. The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the "**Issuance Period"**.

1.2 Section 4.14 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

Section 4.14. Amendment to Credit Agreement. With respect to the Series A Closing Day and each other Closing Day, to the extent that the sum of (i) the aggregate outstanding principal amount of all Notes (including the Notes to be issued at such Closing) plus (ii) the aggregate outstanding principal amount of all Indebtedness under other "Senior Note Purchase Agreements" (as defined in the Credit Agreement) as of such Closing Day exceeds $150,000,000 (or such lesser amount that is then permitted under the Credit Agreement), the Issuer shall have entered into an amendment to the Credit Agreement to the extent necessary to permit this Agreement, the transactions contemplated hereby and the issuance of Notes at such Closing and otherwise in form and substance acceptable to such Purchaser.

1.3 Section 10.2(d) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

(d) unsecured Indebtedness incurred under lines of credit established by financial institutions customarily engaged in the business of lending money; *provided, however*, that the maximum principal amount of Indebtedness permitted by this subpart (d) shall, when aggregated with the principal amount of any Indebtedness outstanding under Sections 10.2(e) and 10.2(j) hereof, not exceed $150,000,000 at any time;

1.4 Section 10.2(e) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (e) unsecured Subordinated Indebtedness evidenced by promissory notes issued by the Issuer to employees or former employees in partial payment for common shares redeemed by the Issuer so long as the aggregate principal amount of such Indebtedness when aggregated with any Indebtedness outstanding under Sections 10.2(d) and 10.2(j) hereof does not exceed $150,000,000 at any time;

1.5 Section 10.2(i) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (i) any (i) loans granted to a Company for the purchase of fixed assets, or (ii) Indebtedness incurred by a Company in connection with any Capital Leases, so long as the aggregate amount of all such loans and Capital Leases for all Companies (excluding Capital Leases between the Issuer or a Subsidiary Guarantor and a Subsidiary Guarantor) does not exceed $50,000,000 at any time;

1.6 Section 10.2(j) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (j) any (i) unsecured Indebtedness of the Issuer in an aggregate amount outstanding not to exceed $25,000,000 and (ii) unsecured Subordinated Indebtedness of the Issuer, in each case, incurred to a seller to finance all or part of an Acquisition permitted pursuant to Section 10.7 hereof, so long as the aggregate outstanding amount of all such Indebtedness for all such Acquisitions does not, when aggregated with the principal amount of any Indebtedness outstanding under Sections 10.2(d) and 10.2(e) hereof exceed $150,000,000 at any time;

1.7 Section 10.2(k) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (k) [reserved]; and

1.8 Section 10.2(l) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (l) Indebtedness incurred under a Permitted Receivables Facility for the issuance of letters of credit, so long as the aggregate outstanding amount of such Indebtedness does not exceed $150,000,000 at any time.

1.9 Section 10.5(v) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (v) loans or advances made by the Companies to The Davey Foundation so long as the aggregate amount of all such loans and advances made by the Companies does not exceed $2,000,000 at any time;

1.10 Section 10.5(vii) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (vii) loans or advances made by the Companies to the respective employees of the Companies in the ordinary course of business so long as the aggregate principal amount of all such loans and advances does not exceed $2,000,000 at any time;

1.11 Section 10.5(viii) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (viii) voluntary contributions in excess of mandatory matching contributions made by the Companies to the Davey ESOT so long as the aggregate amount of all such contributions made during any fiscal year of the Issuer does not exceed $2,000,000;

1.12 Section 10.5(xii) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (xii) (A) the obligations of the Issuer pursuant to the Parent Guaranty of Payment, and (B) investments by the Issuer in the Insurance Subsidiary in an aggregate amount not to exceed $60,000,000, *provided* that insurance premiums paid by any Company to the Insurance Subsidiary in the ordinary course of business shall not constitute investments under this Section 10.5; and

1.13 Section 10.7 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> **Section 10.7. Acquisitions.** Without the prior written consent of the Required Holders, no Company shall effect an Acquisition except the Issuer or a Subsidiary Guarantor may effect an Acquisition so long as (a) with respect to a merger or consolidation involving the Issuer or a Subsidiary Guarantor, the Issuer or such Subsidiary Guarantor is the surviving entity; (b) the business to be acquired is similar to the lines of business of the Companies; (c) the Person to be acquired is organized under the laws of the United States; (d) no Default or Event of Default exists and the Companies are in full compliance with the Transaction Documents in each case both prior to and subsequent to the transaction; (e) the Company (other than the Issuer or any Subsidiary Guarantor) effecting the Acquisition and the Person or Persons acquired in connection with any such

Acquisition shall become a Subsidiary Guarantor pursuant to Section 9.7 to the extent required by Section 9.7; (f) in the case of any Acquisition in which the total aggregate consideration to be paid pursuant to such Acquisition is in excess of an amount equal to five percent of Total Assets as of the end of the most recent fiscal quarter of the Issuer for which financial statements have been delivered to the holders of the Notes pursuant to Section 7.1(a) or (b) (whichever was most recently delivered to the holders), the Issuer shall provide to the holders of the Notes, at least 30 days prior to such Acquisition, historical financial statements of the target entity and a pro forma financial statement of the Companies accompanied by a certificate of a Financial Officer of the Issuer which shows compliance with the requirements in this Section 10.7; (g) in the case of an Acquisition in which, both before and after the proposed Acquisition, the Issuer has a pro forma Leverage Ratio of greater than or equal to 1.50 to 100, liquidity is greater than or equal to $20,000,000; and (h) the pro forma Leverage Ratio before and immediately after giving effect to the proposed Acquisition complies with Section 10.1(a), giving effect to any applicable Leverage Ratio Increase Period. For purposes of this Section 10.7, "liquidity" shall mean, as of any date of determination, all unrestricted cash and Cash Equivalents of the Issuer, the Subsidiary Guarantors (excluding any Foreign Subsidiaries) and the Insurance Subsidiary plus the aggregate unused amount of the "Revolving Credit Commitment" as defined in the Credit Agreement (but not in excess of the maximum amount that could be borrowed by the Issuer without exceeding the then applicable maximum Leverage Ratio pursuant to Section 10.1(a) hereof, giving effect to any applicable Leverage Ratio Increase Period).

1.14 Section 10.9 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> **Section 10.9. Affiliate Transactions.** No Company shall, or shall permit any Subsidiary to, directly or indirectly, enter into or permit to exist any material transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of a Company on terms that are less favorable to such Company or such Subsidiary, as the case may be, than those that might be obtained at the time in a transaction with a non-Affiliate; *provided, however*, that the foregoing shall not prohibit the payment of customary and reasonable directors' fees to directors who are not employees of a Company or any Affiliate of a Company or any transaction that is expressly permitted to be entered into pursuant to Section 10.5, 10.6, 10.7 or 10.8.

1.15 Section 11(j) of the Note Agreement is hereby amended and restated in its entirety to read as follows:

> (j) one or more final judgments or orders for the payment of money aggregating in excess of $15,000,000 (or its equivalent in the relevant currency of payment), including any such final order enforcing a binding arbitration decision, in each case, to the extent not covered by independent third party insurance as to

which the insurer has been notified of such judgment or order and does not deny or fail to confirm coverage, are rendered against one or more of the Issuer and its Subsidiaries and which judgments are not, within 60 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 60 days after the expiration of such stay; or

1.16 Schedule A to the Note Agreement is amended by adding or amending and restating, as applicable, in the correct alphabetical order the following definitions:

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group (**"S&P"**) or Moody's Investors Service, Inc. (**"Moody's"**), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $1,000,000,000, (e) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than $1,000,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, and (f) Investments in money market funds substantially all of the assets of which are invested in the types of assets described in clauses (a) through (e) above.

"Credit Agreement" means the Fourth Amended and Restated Credit Agreement dated as of August 18, 2021, by and among the Issuer, the Bank Agent and the Banks, as it may from time to time be amended, restated or otherwise modified.

"Foreign Subsidiary" means a Subsidiary that is organized outside of the United States.

"Interest Coverage Ratio" means, at any time, on a Consolidated basis and in accordance with GAAP, the ratio of (i) Consolidated EBITDA to (ii)

Consolidated Interest Expense paid in cash, in each case, for the most recently completed four fiscal quarters.

"Leverage Ratio" means, at any time, on a Consolidated basis and in accordance with GAAP, the ratio of (a) Funded Indebtedness at such time minus Unrestricted Cash at such time to (b) Consolidated EBITDA for the most recently completed four fiscal quarters.

"**Unrestricted Cash**" means, as of any date of determination, the lesser of (a) the aggregate amount of unrestricted cash and Cash Equivalents held by the Issuer, any Subsidiary Guarantors (excluding any Foreign Subsidiaries) and the Insurance Subsidiary in deposit accounts in the United States, as of such date, and (b) $15,000,000.

1.17 Schedule A to the Note Agreement is amended by deleting the definition of "**Master Note Purchase Agreement**"

1.18 The Guarantor Schedule to Schedule 4.13(a) to the Note Agreement is hereby amended and restated in its entirety to read as set forth on the Guarantor Schedule attached hereto as Exhibit A.

1.19 Schedule 5.4 to the Note Agreement is hereby amended and restated in its entirety to read as set forth on Schedule 5.4 attached hereto as Exhibit B.

SECTION 2. Representations and Warranties. The Company and each Subsidiary Guarantor represents and warrants that (a) the execution and delivery of this letter agreement has been duly authorized by all requisite corporate action on behalf of the Company and such Subsidiary Guarantor, this letter agreement has been duly executed and delivered by an authorized officer of the Company and such Subsidiary Guarantor, and the Company and such Subsidiary Guarantor have each obtained all authorizations, consents, and approvals necessary for the execution, delivery and performance by the Issuer and such Subsidiary of this letter agreement and such authorizations, consents and approvals are in full force and effect, (b) each representation and warranty set forth in Section 5 of the Note Agreement and the other Financing Documents is true and correct in all material respects as of the date of execution and delivery of this letter agreement by the Company and the Subsidiary Guarantors with the same effect as if made on such date (except to the extent such representations and warranties expressly refer to an earlier date, in which case they were true and correct as of such earlier date), and (c) after giving effect to the amendments in Section 1 of this letter agreement, no Event of Default or Default exists.

SECTION 3. Effectiveness. The amendments described in Section 1 above shall become effective on the date (the **"Effective Date"**) when each of the following conditions has been satisfied:

3.1 Documents. Prudential and each holder of a Note shall have received original counterparts of this letter agreement executed by the Company, each Subsidiary Guarantor, Prudential and the Required Holder(s).

3.2 Subsidiary Guaranty Joinder. Prudential and each holder of a Note shall have received a counterpart to the Subsidiary Guaranty duly executed by Wetland Studies and Solutions, Inc., a Virginia corporation (**"Wetland Studies"**), pursuant to which Wetland Studies becomes a Subsidiary Guarantor together with each other delivery required by Section 9.7(b) of the Note Agreement.

3.3 Representations. All representations set forth in Section 2 of this letter agreement shall be true and correct as of the Effective Date, except for such representations and warranties that speak of an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date.

3.4 Proceedings. All corporate and other proceedings taken or to be taken in connection with the transactions contemplated by this letter agreement shall be satisfactory to the Required Holder(s), and the Required Holder(s) shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

3.5 Fees and Expenses. The Company shall have paid the reasonable fees, charges and disbursements of the special counsel of Prudential and the holders of Notes to the extent reflected in a statement of such counsel rendered to the Company at least one Business Day before the Effective Date.

SECTION 4. Reference to and Effect on Note Agreement and Notes; Ratification of Financing Documents. Upon the effectiveness of the amendments in Section 1 of this letter agreement, each reference to the Note Agreement in any other Financing Document shall mean and be a reference to the Note Agreement, as modified by this letter agreement. Except as specifically set forth in Section 1 hereof, the Note Agreement, the Notes in existence as of the Effective Date and each other Financing Document shall remain in full force and effect and are hereby ratified and confirmed in all respects. Except as specifically stated in this letter agreement, the execution, delivery and effectiveness of this letter agreement shall not (a) amend the Note Agreement, any Note or any other Financing Document, (b) operate as a waiver of any right, power or remedy of any holder of the Notes, or (c) constitute a waiver of, or consent to any departure from, any provision of the Note Agreement, any Note or any other Financing Document at any time. The execution, delivery and effectiveness of this letter agreement shall not be construed as a course of dealing or other implication that any holder of the Notes has agreed to or is prepared to grant any consents or agree to any amendment to the Note Agreement in the future, whether or not under similar circumstances.

SECTION 5. Joinder. Due to a scrivener's error, the signature page of Prudential was not included in the executed Note Agreement. By its execution below, Prudential hereby joins the Note Agreement as "Prudential," such joinder to be effective as of the Series A Closing Day, and agrees to be bound by the provisions thereof.

SECTION 6. Expenses. The Company hereby confirms its obligations under the Note Agreement, whether or not the transactions hereby contemplated are consummated, to pay all reasonable out-of-pocket costs and expenses, including reasonable out-of-pocket attorneys' fees and expenses, incurred by any holder of the Notes in connection with this letter agreement or the transactions contemplated hereby, in enforcing any rights under this letter agreement, or in responding to any subpoena or other legal process or informal investigative demand issued in connection with this letter agreement or the transactions contemplated hereby. The obligations of the Company under this Section 6 shall survive transfer by any holder of any Note and payment of any Note.

SECTION 7. Reaffirmation. Each Subsidiary Guarantor hereby consents to the foregoing amendments to the Note Agreement and hereby ratifies and reaffirms all of their payment and performance obligations, contingent or otherwise, under the Subsidiary Guaranty after giving effect to such amendments. Each Subsidiary Guarantor hereby acknowledges that, notwithstanding the foregoing amendments, that the Subsidiary Guaranty remains in full force and effect and is hereby ratified and confirmed. Without limiting the generality of the foregoing, each of the Subsidiary Guarantors agrees and confirms that the Subsidiary Guaranty continues to guaranty the Guarantied Obligations (as defined in the Subsidiary Guaranty) arising under or in connection with the Note Agreement, as amended by this letter agreement.

SECTION 8. Governing Law. THIS LETTER AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE OF LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

SECTION 9. Counterparts; Section Titles. This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this letter agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The section titles contained in this letter agreement are and shall be without substance, meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

[signature page follows]

Very truly yours,

PGIM, Inc.

By: /s/ Joshua Shipley
Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: PGIM, Inc., as investment manager

By: /s/ Joshua Shipley
Vice President

PRUDENTIAL ARIZONA REINSURANCE TERM COMPANY

By: PGIM, Inc., as investment manager

By: /s/ Joshua Shipley
Vice President

THE INDEPENDENT ORDER OF FORESTERS
ZURICH AMERICAN INSURANCE COMPANY

By: PGIM Private Placement Investors, L.P.
(as Investment Advisor)

By: PGIM Private Placement Investors, L.P.
(as its General Partner)

By: /s/ Joshua Shipley
Vice President

PRUDENTIAL LEGACY INSURANCE COMPANY
OF NEW JERSEY

By: PGIM, Inc., as investment manager

By: /s/ Joshua Shipley
Vice President

PICA HARTFORD LIFE & ANNUITY COMFORT TRUST

By: The Prudential Insurance Company of America,
as Grantor

By: PGIM, Inc., as investment manager

By: /s/ Joshua Shipley
Vice President

The foregoing letter agreement is
hereby accepted as of the
date first above written:

THE DAVEY TREE EXPERT COMPANY

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Vice President and Treasurer

DAVEY TREE SURGERY COMPANY

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Vice President and Treasurer

WOLF TREE INC.

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Vice President and Treasurer

DAVEY RESOURCE GROUP, INC.

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Vice President and Treasurer

WETLAND STUDIES AND SOLUTIONS, INC.

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Vice President and Treasurer

EXHIBIT A

GUARANTOR SCHEDULE

Davey Tree Surgery Company, a Delaware corporation

Wolf Tree Inc., a Tennessee corporation

Davey Resource Group, Inc., a Delaware corporation

Wetland Studies and Solutions, Inc., a Virginia corporation

EXHIBIT B

Schedule 5.4
Subsidiaries of the Issuer and Ownership of Subsidiary Stock

(i) Subsidiaries:

Name	Jurisdiction	% of Shares/ Ownership Interests	Subsidiary Guarantor (Yes/No)
Davey Resource Group, Inc.	Delaware	100%	Yes
Davey Tree Surgery Company	Delaware	100%	Yes
DRG Engineering MI, Inc.	Michigan	100%	No
DTE Company	Ohio	100%	No
NV Reston, LLC	Virginia	100%	No
Northern Virginia Stream Restoration, L.C.	Virginia	100%	No
Standing Rock Insurance Company	Vermont	100%	No
Davey Receivables LLC	Ohio	100%	No
The Davey Tree Expert Co. of Canada, Ltd.	Canada	100%	No
Wetland Studies and Solutions, Inc.	Virginia	100%	Yes
Wolf Tree Inc.	Tennessee	100%	Yes
DTE WSSI Facility LLC	Delaware	100%	No
Chippers, Inc.	Vermont	100%	No
Mountain Maple Garden & Tree Service, LTD	Canada	100%	No
Buchanan Consulting Services LLC	Ohio	100%	No

Amy S. Greene Environmental Consultants, Inc.	New Jersey	100%	No
DRG Pacific Services, LLC	Delaware	100%	No
Bull Run Wetlands, L.C.	Virginia	100%	No
Loudoun County Wetlands and Stream Restoration, L.C.	Virginia	100%	No
North Fork Wetlands Bank, L.C.	Virginia	100%	No
Cedar Run Wetlands, L.C.	Virginia	100%	No
Civil Training, LLC	Virginia	100%	No
Catalina Land Holdings LLC	Delaware	100%	No

(ii) Affiliates:

None.

(iii) Issuer's Directors and Senior Officers:

Directors
Donald C. Brown
Patrick M. Covey
Alejandra Evans
William J. Ginn
Douglas K. Hall
Thomas A. Haught
Catherine M. Kilbane
Charles D. Stapleton
Karl J. Warnke

Senior Officers

Patrick M. Covey, Chairman, President and Chief Executive Officer
Joseph R. Paul, Executive Vice President, Chief Financial Officer and Assistant Secretary
James F. Stief, Executive Vice President, U.S. Residential Operations
Brent R. Repenning, Executive Vice President, U.S. Utility and Davey Resource Group
Dan A. Joy, Executive Vice President and General Manager, Commercial Landscape Services and Operations Support Services
James E. Doyle, Executive Vice President and General Manager, Davey Tree Expert Co. of Canada, Limited
Gregory M. Ina, Executive Vice President, The Davey Institute and Employee Development
Erika J. Schoenberger, Vice President, General Counsel and Secretary
Christopher J. Bast, Vice President and Treasurer
Thea R. Sears, Vice President and Controller

Exhibit 3.1

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
09/20/2021	202126301984	AMENDMENT TO ARTICLES (AMD)	100050.00	300.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

THOMPSON HINE LLP
CAROL R. RUSSELL
41 S. HIGH ST., STE. 1700
COLUMBUS, OH 43215

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

24861

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE DAVEY TREE EXPERT COMPANY

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
AMENDMENT TO ARTICLES	**202126301984**

Effective Date: 09/20/2021

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 20th day of September, A.D. 2021.

Ohio Secretary of State

Form 540 Prescribed by:

Frank LaRose
Ohio Secretary of State

Toll Free: 877.767.3453
Central Ohio: 614.466.3910
OhioSoS.gov
business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

For screen readers, follow instructions located at this path.

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (**Two business day processing time. Requires an additional $100.00**)
P.O. Box 1390
Columbus, OH 43216

Certificate of Amendment
(For-Profit, Domestic Corporation)
Filing Fee: $50
Form Must Be Typed

RECEIVED
SECRETARY OF STATE
2021 SEP 20 AM 9:46
CLIENT SERVICE CENTER

Check appropriate box:

[x] Amendment to existing Articles of Incorporation (125-AMDS)

[ ] Amended and Restated Articles (122-AMAP) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation: The Davey Tree Expert Company

Charter Number: 24861

Check one box below and provide information as required:

[ ] The articles are hereby amended by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.70 (A), incorporators may adopt an amendment to the articles by a writing signed by them if initial directors are not named in the articles or elected and before subscriptions to shares have been received.

[x] The articles are hereby amended by the **Directors.** Pursuant to Ohio Revised Code section 1701.70(A), directors may adopt amendments if initial directors were named in articles or elected, but subscriptions to shares have not been received. Also, Ohio Revised Code section 1701.70(B) sets forth additional cases in which directors may adopt an amendment to the articles.

The resolution was adopted pursuant to Ohio Revised Code section 1701.70(B) (In this space insert the number 1 through 10 to provide basis for adoption.): 1701.70(B)(8)

[ ] The articles are hereby amended by the **Shareholders** pursuant to Ohio Revised Code section 1701.71.

[ ] The articles are hereby amended and restated pursuant to Ohio Revised Code section 1701.72.

A copy of the resolution of amendment is attached to this document.

Note: If amended articles were adopted, they must set forth all provisions required in original articles except that articles amended by directors or shareholders need not contain any statement with respect to initial stated capital. See Ohio Revised Code section 1701.04 for required provisions.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by all incorporators, if amended by incorporators, or an authorized officer if amended by directors or shareholders, pursuant to Ohio Revised Code section 1701.73(B) and (C).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Joseph R. Paul, EVP, Chief Financial Officer and Assistant Secretary

Print Name

Signature

By (if applicable)

Print Name

ATTACHMENT TO CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE DAVEY TREE EXPERT COMPANY

The following resolution with respect to the amendment of the 2017 Amended Articles of Incorporation (the "Articles") of The Davey Tree Expert Company (the "Company"), an Ohio corporation, was unanimously adopted by the Board of Directors of the Company at a meeting duly convened and held on September 17, 2021, in accordance with Sections 1701.70(B)(8) and 1701.70(B)(10) of the Ohio Revised Code:

RESOLVED, that the first sentence of Article Fourth of the Company's Articles be amended and restated to read in its entirety as follows:

> The authorized number of shares of the Company is 100,000,000, consisting of 4,000,000 Preferred Shares, without par value (the "Preferred Shares"), and 96,000,000 Common Shares with par value of $0.50 each (the "Common Shares").