
**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): May 20, 2025



THE DAVEY TREE EXPERT COMPANY

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction
of incorporation)

000-11917
(Commission
File Number)

34-0176110
(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

On May 21, 2025, The Davey Tree Expert Company, as borrower (the “Company”), entered into the First Amendment (the “Credit Agreement Amendment”) to the Fifth Amended and Restated Credit Agreement (the “Credit Agreement”), dated as of July 29, 2024, with the lending institutions party thereto, KeyBank National Association, as administrative agent, and PNC Bank, National Association and Wells Fargo Bank, National Association, as co-syndication agents. Also on May 21, 2025, the Company entered into Amendment No. 3 (the “Third Amendment” and, together with the Credit Agreement Amendment, the “Amendments”) 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 Amendments revise certain covenants in the applicable agreement to allow for certain intercompany advances among the Company and its subsidiaries. Except as amended by the respective Amendments, the remaining terms of each of the Credit Agreement and the Purchase Agreement remain in full force and effect.

The foregoing summary of the Amendments is qualified in its entirety by reference to the complete text of the Amendments, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.02 Results of Operations and Financial Condition

On May 27, 2025, the Company issued its Quarterly Shareholder Report, including abbreviated financial and operating results for the quarter ended March 29, 2025. A copy of the Quarterly Shareholder Report is attached as Exhibit 99.1.

The information contained in this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to liability under that section nor shall it be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, unless such subsequent filing specifically references this Form 8-K.

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

See the information set forth in Item 1.01 of this Current Report on Form 8-K, which is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders

The Company held its Annual Meeting on May 20, 2025. There were 40,615,598 shares represented at the Annual Meeting either in person, online or by proxy, which represented a quorum. Shareholders of the Company voted on two proposals. There were no broker nonvotes on any proposal at the Annual Meeting.

PROPOSAL ONE - ELECTION OF DIRECTORS. Elected the following nominees named in the Proxy Statement to serve as directors for the term expiring on the date of the Company's 2028 Annual Meeting of Shareholders with the following votes:

	Number of Shares	
	For	Withheld
Alejandra Evans	32,301,705	331,082
Matthew C. Harris	32,410,993	221,794
Joseph E. McNeely	32,452,561	180,226

Additional Directors whose terms in office as Directors continued after the Annual Meeting were Patrick M. Covey, Thomas A. Haught, Catherine M. Kilbane, Joseph R. Paul and Charles D. Stapleton.

PROPOSAL TWO - RATIFICATION OF THE APPOINTMENT OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM. Ratified the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for 2025 with the following votes:

	Number of Shares		
	For	Against	Abstain
Proposal 2	31,812,283	325,128	495,376

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description to Exhibit
10.1	First Amendment to Fifth Amended and Restated Credit Agreement
10.2	Amendment No. 3 to Note Purchase and Private Shelf Agreement
99.1	Quarterly Shareholder Report
104	Cover Page Interactive Data File (embedded within the inline XBRL document).

SIGNATURE

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

THE DAVEY TREE EXPERT COMPANY

By: /s/ Joseph R. Paul

Joseph R. Paul, Executive Vice President,
Chief Financial Officer and Assistant Secretary
and Director

Date: May 27, 2025

**FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED
CREDIT AGREEMENT**

FIRST AMENDMENT TO FIFTH AMENDED AND RESTATED CREDIT AGREEMENT (this “*First Amendment*”), dated as of May 21, 2025, by and among **THE DAVEY TREE EXPERT COMPANY**, an Ohio corporation (the “*Borrower*”), the various lending institutions party hereto and **KEYBANK NATIONAL ASSOCIATION**, as Administrative Agent for the Banks (in such capacity, the “*Agent*”). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement or the Amended Credit Agreement referred to below, as applicable.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower, the Agent, the various lending institutions party thereto from time to time (each, a “*Bank*” and, collectively, the “*Banks*”), **KEYBANC CAPITAL MARKETS, INC.**, **PNC CAPITAL MARKETS LLC** and **WELLS FARGO SECURITIES, LLC**, each as a Joint Lead Arranger and Joint Bookrunner, **PNC BANK, NATIONAL ASSOCIATION** and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, each as a Co-Syndication Agent, have entered into that certain Fifth Amended and Restated Credit Agreement, dated as of July 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Credit Agreement*”; and the Credit Agreement as amended by this First Amendment, the “*Amended Credit Agreement*”);

WHEREAS, the Borrower has requested that the Banks party hereto make certain amendments to the Credit Agreement as provided herein; and

WHEREAS, the parties hereto have agreed, subject to the satisfaction of the conditions precedent to effectiveness set forth in Section 3 hereof, to amend certain terms of the Credit Agreement as hereinafter provided to give effect to the amendments contemplated hereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. AMENDMENTS.

(a) Section 1.1 of the Credit Agreement is hereby amended to add the following new definitions thereto:

“First Amendment Effective Date” means May 21, 2025.

“Intercompany Agreement” shall mean an agreement in the form of the attached Exhibit G, evidencing Indebtedness owed among Borrower and any other wholly-owned Company (other than any Receivables Subsidiary).

(b) Section 5.8 of the Credit Agreement is hereby amended to delete subsection (f) therefrom and to insert in place thereof the following:

(f) unsecured intercompany Indebtedness permitted pursuant to Section 5.11(vi);

(c) Section 5.11 of the Credit Agreement is hereby amended to delete subsection (iv) therefrom and to insert in place thereof the following:

(iv) the (x) holding of Subsidiaries listed on Schedule 6.1 attached hereto and made a part hereof, (y) creation or formation of Subsidiaries after the First Amendment Effective Date and the holding of each such Subsidiary so long as each such Subsidiary becomes a Guarantor of Payment if required pursuant to Section 5.21 hereof and the Borrower delivers an updated Schedule 6.1 concurrently with the creation or formation of each such Subsidiary and (z) initial investment in and holding of a Receivables Subsidiary;

(d) Section 5.11 of the Credit Agreement is hereby amended to delete subsection (vi) therefrom and to insert in place thereof the following:

(vi) unsecured intercompany Indebtedness (w) owed by any Credit Party to another Credit Party, (x) owed by any Credit Party to any wholly-owned, non-Credit Party Subsidiary (other than any Receivables Subsidiary) in an aggregate amount not to exceed Seventy-Five Million Dollars (\$75,000,000) when combined with the aggregate amount under clause (z) below (*provided* that, upon the request of Agent in its reasonable discretion, such Indebtedness shall be subordinated to the Obligations pursuant to the terms and conditions of the Intercompany Agreement), (y) owed by any non-Credit Party to any other non-Credit Party; and (z) owed by any wholly-owned, non-Credit Party to any Credit Party in an aggregate amount not to exceed Seventy-Five Million Dollars (\$75,000,000) when combined with the aggregate amount under clause (x) above;

(e) Schedule 6.1 (Corporate Existence; Subsidiaries and Foreign Qualification) to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule 1 hereto.

(f) The Credit Agreement is hereby amended to add a new Exhibit G (Form of Intercompany Agreement) thereto in the form attached hereto as Schedule 2.

SECTION 2. REPRESENTATIONS & WARRANTIES. The Borrower hereby represents and warrants to the Banks party hereto and the Agent that, as of the First Amendment Effective Date (as defined below):

(a) it has the right and power and is duly authorized and empowered to enter into, execute and deliver this First Amendment, and the transactions contemplated hereby have been duly authorized and approved by all necessary organizational actions and, if required, actions by equity holders;

(b) this First Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) the execution, delivery and performance of this First Amendment, (i) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental

Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (ii) will not violate any Requirement of Law of the Borrower, (iii) will not violate or result in a default under any indenture, agreement or other instrument in respect of any Material Indebtedness Agreement binding upon the Borrower or any of its Subsidiaries or its assets (other than the Loan Documents), or give rise to a right thereunder to require any payment to be made by the Borrower or any of its Subsidiaries, and (iv) will not result in the creation or imposition of any Lien on any asset of the Borrower or any of its Subsidiaries, other than Liens created under the Loan Documents;

(d) both immediately before and immediately after giving effect to this First Amendment, the representations and warranties of the Borrower contained in the Amended Credit Agreement and in the other Loan Documents are true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, Material Adverse Effect or dollar amount threshold, which are true and correct in all respects) on and as of the First Amendment Effective Date to the same extent as though made on and as of the First Amendment Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties have been true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, Material Adverse Effect or dollar amount threshold, which have been true and correct in all respects) on and as of such earlier date; and

(e) No Default or Event of Default exists on the date hereof immediately before or immediately after giving effect to this First Amendment.

SECTION 3. CONDITIONS PRECEDENT. This First Amendment shall become effective as of the first date (the “**First Amendment Effective Date**”) when each of the conditions set forth in this Section 3 shall have been satisfied to the satisfaction of the Administrative Agent:

(a) the Administrative Agent’s receipt of counterparts of this First Amendment executed by the Borrower, the Agent and the Banks;

(b) no Default or Event of Default exists hereunder, nor will any begin to exist immediately after the execution and delivery hereof;

(c) the representations and warranties of the Credit Parties set forth in Section 2 of this First Amendment are true and correct; and

(d) the Agent shall have received all other amounts due and payable by the Borrower to the Agent pursuant to any Loan Document on or prior to the date hereof, including, to the extent invoiced, reimbursement or payment of all out of pocket expenses required pursuant to the terms of the Credit Agreement to be reimbursed or paid by the Borrower in connection herewith.

SECTION 4. MISCELLANEOUS PROVISIONS.

(a) Ratification. This First Amendment is limited to the matters expressly specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Loan Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Loan Document or instruments securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

(b) Governing Law; Submission to Jurisdiction; Jury Trial Waiver. **THIS FIRST AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION**

(WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS FIRST AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF OHIO. SECTIONS 10.16 AND 10.20 OF THE CREDIT AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN AS IF SUCH SECTIONS APPEARED HEREIN, *MUTATIS MUTANDIS*.

(c) Severability. Section 10.13 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

(d) Counterparts. This First Amendment 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 taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this First Amendment by facsimile or in electronic format (e.g., .pdf or .tif), or any other electronic means that reproduces an image of the actual executed signature page, shall be effective as delivery of a manually executed counterpart of this First Amendment. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or related to any Loan Document or other document to be signed in connection with this First Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act of the State of Ohio and any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of page intentionally blank; signatures begin next page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this First Amendment as of the date first above written.

Address: 1500 North Mantua Street
Kent, Ohio 44240
Attention: Chief Financial Officer

THE DAVEY TREE EXPERT COMPANY

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Senior Vice President, Treasurer and
Operations Support

Address: Key Center
127 Public Square
Cleveland, Ohio 44114-1306
Attention: Large Corporate Group

KEYBANK NATIONAL ASSOCIATION,
as a Bank and as Agent

By: /s/ Michael G. Koussaie

Name: Michael G Koussaie

Title: Senior Vice President

Address: 1900 E. 9th St
Cleveland, OH 44118

Attention: Keven Larkin

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Keven Larkin

Name: Keven Larkin

Title: Senior Vice President

Address: 950 Main Ave. Ste. 301
Cleveland, OH 44113
Attention: Heather Curtis

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: /s/ Heather R. Curtis

Name: Heather R. Curtis

Title: Vice President

Address: 1300 East Ninth Street, Suite 1805
Cleveland, OH 44114

Attention: Scott Beran

JPMORGAN CHASE BANK, N.A.

By: /s/ Scott D. Beran

Name: Scott D. Beran

Title: Authorized Signer

May 21, 2025

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

Re: Amendment No. 3 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 (as amended by that certain Amendment No. 1 to Note Purchase and Private Shelf Agreement dated as of September 20, 2021 and Amendment No. 2 to Note Purchase and Private Shelf Agreement dated as of August 15, 2024, the “**Note Agreement**”), by and among The Davey Tree Expert Company, an Ohio corporation (the “**Issuer**”), 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 Issuer 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. Clause (f) of Section 10.2 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

(f) unsecured intercompany Indebtedness permitted pursuant to Section 10.5(vi) hereof;

1.2. Clause (iv) of Section 10.5 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

(iv) the (x) holding of Subsidiaries listed on Schedule 5.4 attached hereto and made a part hereof, (y) creation or formation of Subsidiaries after the Amendment No. 3 Effective Date and the holding of each such Subsidiary so long as each such Subsidiary becomes a Subsidiary Guarantor if required pursuant to Section 9.7 hereof and the Issuer delivers an updated Schedule 5.4 concurrently with the creation or formation of each such Subsidiary and (z) initial investment in and holding of a Receivables Subsidiary;

1.3. Clause (vi) of Section 10.5 of the Note Agreement is hereby amended and restated in its entirety to read as follows:

(vi) unsecured intercompany Indebtedness (w) owed by any Transaction Party to another Transaction Party, (x) owed by any Transaction Party to any wholly-owned, non-Transaction Party Subsidiary (other than any Receivables Subsidiary) in an aggregate amount not to exceed Seventy-Five Million Dollars (\$75,000,000) when combined with the aggregate amount under clause (z) below (*provided* that, upon the request of the Required Holder(s) in their reasonable discretion, such Indebtedness shall be subordinated to the Obligations pursuant to the terms and conditions of the Intercompany Note Agreement), (y) owed by any non-Transaction Party to any other non-Transaction Party; and (z) owed by any wholly-owned non-Transaction Party to any Transaction Party in an aggregate amount not to exceed Seventy-Five Million Dollars (\$75,000,000) when combined with the aggregate amount under clause (x) above;

1.4. Schedule A to the Note Agreement is hereby amended by inserting the following definition in the appropriate alphabetical order:

“Amendment No. 3 Effective Date” means May 21, 2025.

“Intercompany Note Agreement” means the intercompany note agreement in the form attached hereto as Schedule 10.5(vi), relating to Indebtedness owed among the Issuer, the other Transaction Parties party thereto and the other Subsidiaries of the Transaction Parties party thereto, for the benefit of the holders of the Notes.

“Transaction Parties” means, collectively, the Issuer and the Subsidiary Guarantors.

1.5. Schedule 5.4 to the Note Agreement is hereby amended and restated in its entirety as set forth on Exhibit A hereto.

1.6. The Note Agreement is hereby amended by attaching a new Schedule 10.5(vi) in the form attached hereto as Exhibit B.

SECTION 2. Representations and Warranties. The Issuer 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 Issuer and such Subsidiary

Guarantor, this letter agreement has been duly executed and delivered by an authorized officer of the Issuer and such Subsidiary Guarantor, and the Issuer and such Subsidiary Guarantor have obtained all authorizations, consents, and approvals necessary for the execution, delivery and performance by the Issuer and such Subsidiary Guarantor 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 Issuer 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), (c) after giving effect to the amendments in Section 1 of this letter agreement, no Event of Default or Default exists and (d) neither the Issuer nor any Subsidiary Guarantor has paid or agreed to pay, any fees or other consideration for or with respect to the amendment to the Credit Agreement described in Section 3.1(b) below.

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 or, if satisfactory to such holder, certified or other copies of all of the following, each duly executed and delivered by the party or parties thereto, in form and substance satisfactory to such holders, dated the date hereof unless otherwise indicated, and on the date hereof in full force and effect with no event having occurred and being then continuing that would constitute a default thereunder or constitute or provide the basis of the termination thereof:

(a) this letter agreement duly executed by Prudential, the holders of the Notes, the Issuer and the Subsidiary Guarantors; and

(b) an executed copy of an amendment to the Credit Agreement in form and substance satisfactory to the Required Holder(s).

3.2. 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.

3.3. 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.

3.4. Fees and Expenses. The Issuer 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 Issuer 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. Expenses. The Issuer 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 Issuer under this Section 5 shall survive transfer by any holder of any Note and payment of any Note.

SECTION 6. 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 Guaranteed Obligations (as defined in the Subsidiary Guaranty) arising under or in connection with the Note Agreement, as amended by this letter agreement.

SECTION 7. 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 8. Counterparts; Section Titles; Electronic Contracting. 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. The parties agree to electronic contracting and signatures with respect to this letter agreement. Delivery of an electronic signature to, or a signed copy of, this letter agreement by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of the signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if Prudential or any holder of Notes shall request manually signed counterpart signatures to this letter agreement, the Company and the Subsidiary Guarantors hereby agree to use its reasonable endeavors to provide such manually signed signature pages as soon as reasonably practicable.

[signature page follows]

Very truly yours,

PGIM, INC.

By: /s/ Anna Sabiston
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/ Anna Sabiston
Vice President

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA
PRUCO LIFE INSURANCE COMPANY OF
NEW JERSEY
PRUCO LIFE INSURANCE COMPANY
PRUDENTIAL LEGACY INSURANCE
COMPANY OF NEW JERSEY
PRUDENTIAL ARIZONA REINSURANCE
TERM COMPANY**

By: PGIM, Inc. (as Investment Manager)

By: /s/ Anna Sabiston
Vice President

**THE INDEPENDENT ORDER OF
FORESTERS
ZURICH AMERICAN INSURANCE
COMPANY
FARMERS INSURANCE EXCHANGE
MID CENTURY INSURANCE COMPANY**

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

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

By: /s/ Anna Sabiston
Vice President

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

THE DAVEY TREE EXPERT COMPANY

By: /s/ Christopher J. Bast
Name: Christopher J. Bast
Title: Senior Vice President, Treasurer and Operations Support

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

See attached.

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
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
Chippers, Inc.	Vermont	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
Davey Tree Expert of Puerto Rico LLC	Puerto Rico	100%	No
Mickman Brothers, Inc.	Minnesota	100%	No
Davey Rail Services, LLC	Delaware	100%	No
Vancuren Services, Inc.	Ohio	100%	No
Midwest Land Clearing, Inc.	Ohio	100%	No
Restoration Systems, LLC	North Carolina	100%	No
Poe's Landing LLC	Delaware	100%	No
Milburnie Mitigation Company, LLC	North Carolina	100%	No
RS Shorelines, LLC	North Carolina	100%	No
DRG Kentucky I, LLC	Delaware	100%	No
DRG Kentucky II, LLC	Delaware	100%	No
DRG Kentucky III, LLC	Delaware	100%	No
DRG Kentucky IV, LLC	Delaware	100%	No
Davey RC, LLC	Delaware	100%	No
DRG Grid Reliability, LLC	Delaware	100%	No
DTE Assets, LLC	Delaware	100%	No

DTS California, LLC	Delaware	100%	No
DTE 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 99.1

To Our Shareholders,

The Company achieved record first-quarter revenue of \$434.8 million in 2025, marking the highest first quarter revenue in our history, surpassing the previous record set in the first quarter of 2024 by \$30.0 million, or 7.4%. Our Residential/Commercial (R/C) segment saw a revenue increase of \$16.3 million, or 10.0%, primarily driven by exceptional performance in our Commercial Landscape Services (CLS) operations, which experienced year-over-year revenue growth of 83.6%. The Utility segment also made a significant contribution, with a \$13.8 million, or 5.7%, increase over the prior year. Eastern Utility operations, driven by continued storm work from the 2024 season, led the way with a 27% increase in quarterly revenue, and our Western Utility operations were not far behind with an increase of 21% over 2024 first quarter.

Despite strong revenue growth, profitability declined in Q1 2025, which, while disappointing, we had anticipated in our operating plan for the year. Income from operations decreased by \$1.8 million, primarily due to inflationary pressure that increased labor, material and subcontracting costs. Delays in government funding created challenges for projects in our Resource Group operations and reduced consumer spending and a colder winter softened demand for our residential client tree care services in the quarter. In addition, we are closely assessing the impact of tariffs and geopolitical risks on our operations and supply chain. Overall, the Company is off to a good start in 2025, driven by the ingenuity of our people and demand for our services. Our focus for the remainder of 2025 will be to improve profitability through productivity improvements, disciplined expense management and aggressive pursuit of the weather-related recovery demands of our clients.

As part of our strategy to invest in our infrastructure in support of long-term growth objectives, the Company entered the first quarter of 2025 with a higher debt level compared to the previous year. As noted in prior communications, this increase reflects planned investments in our core infrastructure, including the continued construction of our SEED (Science, Employee Education and Development) Campus and the phased implementation of SAP S/4HANA®, both of which remain on track. These investments are crucial to strengthening our operational foundation, training, attracting talent and expanding our service capabilities.

Like many companies of our size, we manage a range of legal claims, particularly in areas such as workers' compensation and auto liability. While we actively control and mitigate these exposures, rising settlement costs and broader litigation trends have led to higher overall claim expenses and are having an increasingly adverse impact on our financial results and cash flow. We continue to prioritize proactive strategies to reduce risk and strengthen our legal defenses, and our treasury, accounting, and operations teams work closely to manage cash flow, maintain strong liquidity, and prioritize capital allocation. We are confident that our financial position, including available cash flow and debt capacity, provides the flexibility needed to support these near-term investments while positioning the Company for continued growth.

I would like to extend my thanks to our field personnel, operating groups, and administrative teams for their continued hard work and dedication. As we celebrate 145 years as a company, our commitment to our employees, clients, and shareholders remains unwavering.



2025 First Quarter | Report to Shareholders

For additional information and news on the Company, please go to:

<https://www.davey.com/shareholders>

As always, we appreciate your continued support.

Patrick M. Covey

Chairman, President and Chief Executive Officer

Abbreviated Interim Financial Data (Unaudited)

(In thousands, except per share data)

	Three Months Ended	
	March 29, 2025	March 30, 2024
Operating Statement Data:		
Revenues	\$ 434,836	\$ 404,809
Costs and expenses:		
Operating	295,932	280,779
Selling	81,353	69,976
General and administrative	40,600	38,491
Depreciation and amortization	18,568	16,408
Gain on sale of assets, net	(33)	(1,079)
(Loss) income from operations	(1,584)	234
Interest expense	(4,382)	(4,067)
Interest income	552	526
Other, net	(1,716)	(1,364)
Loss before income taxes	(7,130)	(4,671)
Income tax benefit	(3,872)	(2,396)
Net loss	\$ (3,258)	\$ (2,275)
Net loss per share:		
Basic & Diluted	\$ (.08)	\$ (.05)
Weighted average shares outstanding:		
Basic & Diluted	40,871	41,832
Dividends per share	\$.025	\$.025
Balance Sheet Data:		
Cash and accounts receivable	\$ 404,549	\$ 414,548
Current:		
Assets	524,435	538,953
Liabilities	290,689	322,481
Net working capital	\$ 233,746	\$ 216,472
Long-term debt	\$ 378,044	\$ 338,655
Other long-term liabilities	368,609	377,275
Total equity	361,158	369,140
Total assets	\$ 1,398,500	\$ 1,407,551
Common shares, net outstanding	40,655	40,474

This information and other statements by the Company may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. These statements relate to future events or our future financial performance. In some cases, forward-looking statements may be identified by terminology such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “continue” or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our or our industry’s actual results, levels of activity, performance or achievements to differ materially from what is expressed or implied in these forward-looking statements.

Forward-looking statements are subject to a number of risks and uncertainties, and actual performance or results could differ materially from that anticipated by any forward-looking statements. Factors that may adversely impact our actual results include the effects on us, or our customers or vendors, of the COVID-19 pandemic and any other epidemics, pandemics, severe weather events, terrorism, other external events and natural disasters, including wildfires in California and other areas, our ability to attract and retain a sufficient number of qualified employees and management, our liability risk exposure under contracts and cost and availability of adequate insurance coverage or our self-insurance accruals, seasonality and weather-dependence of our business (other than tree services to utility customers), litigation and third-party and governmental regulatory claims, competition, increases in fuel prices, general and local economic conditions, credit and financial markets, and any impact on our customers’ spending, pricing for our services, and collections of accounts receivable, cyber and other disruptions of our information technology systems, governmental regulations, including climate, environmental, social, governance, health care, immigration and data privacy, and cost of compliance or resulting liabilities and penalties, damage to our reputation, foreign currency fluctuations, no established market for our stock, and such additional factors that are discussed in “Part I - Item 1A. Risk Factors.” of our annual report on Form 10-K for the year ended December 31, 2024, and in our subsequent filings with the Securities and Exchange Commission. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements.