

PROSPECTUS SUPPLEMENT
(To Prospectus dated September 14, 2026)**SYSCO CORPORATION****12,345,679 Shares of****Common Stock**

Sysco Corporation is offering 12,345,679 shares of its common stock, par value \$1.00 per share ("Common Stock"), pursuant to this prospectus supplement and the accompanying prospectus.

On March 30, 2026, Sysco Corporation, a Delaware corporation, Sysco Holdings Corporation ("Sysco Holdings"), a Delaware corporation and currently a wholly-owned subsidiary of Sysco Corporation formed solely to effectuate the JRD Acquisition Transactions (as defined herein), JRD Unico, Inc., a Delaware corporation ("JRD"), Warehouse Realty, LLC, a Delaware limited liability company ("Warehouse Realty," and together with JRD, known as "Jetro Restaurant Depot"), and certain merger subsidiaries, among others, entered into the merger agreement (as amended, modified or supplemented, the "merger agreement"). Under the merger agreement, subject to satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of the conditions set forth in the merger agreement, Sysco Corporation will acquire JRD and Warehouse Realty in a cash and stock transaction through a series of mergers. As a result of the JRD Acquisition Transactions (as defined herein), Sysco Corporation, JRD, and Warehouse Realty will become direct, wholly-owned subsidiaries of Sysco Holdings. Upon completion of the JRD Acquisition Transactions, former holders of Common Stock, including the holders of the shares of Common Stock that are being offered pursuant to this prospectus supplement, and former equity holders of Jetro Restaurant Depot will own shares of common stock of Sysco Holdings, which are expected to be listed for trading on The New York Stock Exchange (the "NYSE").

If the JRD Acquisition Transactions are consummated, we intend to use the net proceeds from this offering together with the proceeds from the Financing Transactions (as defined herein) and cash on hand to pay the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto. This offering of shares of Common Stock is not contingent upon the closing of the JRD Acquisition Transactions. If the JRD Acquisition Transactions are not consummated, we intend to use the net proceeds from this offering for general corporate purposes. See "Use of Proceeds."

Our Common Stock is listed on the NYSE under the symbol "SYYY." On September 11, 2026, the last reported sale price of our Common Stock on the NYSE was \$83.21 per share.

Investing in Common Stock involves risks. See "Risk Factors" beginning on page S-11 of this prospectus supplement and the "Risk Factors" section in the 2026 Annual Report (as defined herein) to read about important factors you should consider before buying shares of our Common Stock.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved the shares of Common Stock or determined that this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$81.00	\$999,999,999.00
Underwriting discounts and commissions ⁽¹⁾	\$ 2.43	\$ 29,999,999.97
Proceeds, before expenses, to Sysco Corporation	\$78.57	\$969,999,999.03

(1) See "Underwriting" for a description of the compensation payable to the underwriters.

We have granted the underwriters an option to purchase up to 1,851,851 additional shares of our Common Stock, solely to cover overallocments, if any, at the same price per share as the other shares of our Common Stock purchased by the underwriters in this offering.

The underwriters expect to deliver the shares of our Common Stock through the facilities of The Depository Trust Company against payment in New York, New York on September 16, 2026.

*Joint Book-Running Managers***Goldman Sachs & Co. LLC****BofA Securities****BNP PARIBAS****BTIG****Barclays****BMO Capital Markets****J.P. Morgan****PNC Capital Markets LLC***Co-managers***Rabo Securities****Lloyds Securities****TD Securities****Wells Fargo Securities****Truist Securities****Scotiabank****Siebert Williams Shank**

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of the shares of Common Stock we are offering and other matters relating to us. The second part is the accompanying prospectus, which gives more general information about securities we may offer from time to time, some of which does not apply to the shares of Common Stock we are offering. If information in the prospectus supplement differs from information in the accompanying prospectus, you should rely on the information in this prospectus supplement. When used in this prospectus supplement, unless otherwise indicated, the term “prospectus” refers to this prospectus supplement together with the accompanying prospectus. Before investing in the shares of Common Stock, you should read carefully both this prospectus supplement and the accompanying prospectus, together with additional information described under the heading “Where You Can Find More Information” below.

We have not, and the underwriters have not, authorized anyone to provide any information or to make any representations, other than those contained or incorporated by reference in this prospectus supplement, the accompanying prospectus or in any free writing prospectuses filed by us with the SEC. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should not assume that the information contained in this prospectus supplement, the accompanying prospectus or in any free writing prospectus or any document incorporated by reference herein or therein is accurate as of any date other than their respective dates.

You should not consider any information in this prospectus supplement or the accompanying prospectus to be investment, legal or tax advice. You should consult your own counsel, accountant and other advisors for legal, tax, business, financial and related advice regarding the purchase of shares of Common Stock. We are not making any representation to you regarding the legality of an investment in the shares of Common Stock by you under applicable investment or similar laws. We are not making an offer to sell the shares of Common Stock and are not soliciting an offer to buy shares of Common Stock in any jurisdiction where the offer or sale is not permitted.

As used in this prospectus supplement, unless otherwise specified, (i) the terms “we,” “us,” and “our” refer to Sysco Corporation and Sysco Corporation’s consolidated subsidiaries prior to the completion of the JRD Acquisition Transactions, and, following the completion of the JRD Acquisition Transactions, will refer to Sysco Holdings individually, and collectively with its consolidated subsidiaries, including Sysco Corporation, and (ii) the term “Financing Transactions” shall refer to the Commitment Letter, the Term Loan Credit Agreement, the Revolving Credit Agreement, the CoBank Term Loan and the Additional Securities Offerings (each as defined under “Prospectus Summary — The Financing and Other Transactions”).

All references in this prospectus supplement that give effect to the JRD Acquisition Transactions assume that we will pay in full, upon the consummation of the JRD Acquisition Transactions, all existing indebtedness of Jetro Restaurant Depot and all fees and expenses (including any applicable prepayment premiums) related thereto. Unless otherwise mentioned herein, all references to outstanding shares of Common Stock after this offering do not give effect to the underwriters’ option to purchase up to 1,851,851 additional shares of our Common Stock.

NON-GAAP FINANCIAL MEASURES

To provide investors with information in addition to our results as determined by generally accepted accounting principles in the United States (“GAAP”), we provide certain non-GAAP financial measures, including EBITDA, Adjusted EBITDA, Adjusted EBITDA margin, Free Cash Flow, Adjusted Free Cash Flow, Adjusted Free Cash Flow Conversion and Net Debt, that we believe provide important perspective with respect to underlying business trends. Other than EBITDA and Free Cash Flow, any non-GAAP financial measures are adjusted to remove (1) restructuring charges; (2) expenses associated with our various transformation initiatives; (3) severance charges; and (4) acquisition-related costs consisting of: (a) intangible amortization expense and (b) acquisition costs and due diligence costs related to our acquisitions.

Adjustments provided herein for fiscal year 2026 results of operations also remove the impact of a charge associated with a legal matter, amortization expense associated with debt issuance costs on a bridge loan facility, and a loss on deal contingent rate lock transactions entered into to mitigate interest rate risk on future permanent debt that could potentially be issued to finance the purchase of Jetro Restaurant Depot. No similar charges were applicable in fiscal year 2025 or 2024. Adjustments provided herein for fiscal year 2025 results of operations also remove the impact of a noncash goodwill impairment charge. No similar charge was applicable in fiscal year 2026 or 2024. Adjustments provided herein for fiscal year 2026 pro forma unaudited results of operations remove non-recurring transaction costs, non-recurring retention bonuses and non-recurring transfer taxes, in each case, associated with the JRD Acquisition Transactions. These items are collectively referred to as “Certain Items.”

The results of our operations can be impacted by changes in exchange rates applicable to converting from local currencies to U.S. dollars. We measure our results on a constant currency basis. Constant currency operating results are calculated by translating current-period local currency operating results with the currency exchange rates used to translate the financial statements in the comparable prior-year period to determine what the current-period U.S. dollar operating results would have been if the currency exchange rate had not changed from the comparable prior-year period.

Our management believes that adjusting our operating expenses, operating income, operating margin, interest expense, other (income) expense, net earnings and diluted earnings per share to remove these Certain Items and presenting our results on a constant currency basis, provide an important perspective with respect to our underlying business trends and results. Additionally, it provides meaningful supplemental information to both management and investors that (1) is indicative of the performance of our underlying operations, (2) facilitates comparisons on a year-over-year basis and (3) removes those items that are difficult to predict and are often unanticipated and that, as a result, are difficult to include in analysts’ financial models and our investors’ expectations with any degree of specificity.

We have a history of growth through acquisitions and we exclude from our non-GAAP financial measures the impact of acquisition-related intangible amortization, acquisition costs and due-diligence costs for those acquisitions. We believe this approach enhances the comparability of our results for fiscal year 2026, fiscal year 2025 and fiscal year 2024.

Our management considers each of EBITDA and Adjusted EBITDA to be a measure of overall financial performance that provides useful information to management and investors about the profitability of the business, as it facilitates comparison of performance on a consistent basis from period to period by providing a measurement of recurring factors and trends affecting our business. Additionally, it is a commonly used component metric used to inform on capital structure decisions.

Our management considers Free Cash Flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by the business after the purchases and sales of buildings, fleet, equipment and technology, which may potentially be used to pay for, among other things, strategic uses of cash including dividend payments, share repurchases and acquisitions. However, Free Cash Flow may not be available for discretionary expenditures, as it may be necessary that we use it to make mandatory debt service or other payments. Free Cash Flow should not be used as a substitute for the most comparable GAAP financial measure in assessing our liquidity for the periods presented. We define Adjusted Free Cash Flow as EBITDA adjusted for Certain Items less Capex. Adjusted Free Cash Flow

Conversion represents Adjusted Free Cash Flow divided by Adjusted EBITDA. Adjusted Free Cash Flow should not be used as a substitute for the most comparable GAAP financial measure.

We use these non-GAAP measures when evaluating our financial results as well as for internal planning and forecasting purposes. These financial measures should not be used as a substitute for GAAP measures in assessing our results of operations for periods presented. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP. Any metric referred to herein as “adjusted” will reflect the applicable impact of Certain Items.

Our use of the terms EBITDA, Adjusted EBITDA, Adjusted EBITDA margin, Free Cash Flow, Adjusted Free Cash Flow, Adjusted Free Cash Flow Conversion and Net Debt, may vary from that of others in our industry. These financial measures should not be considered as alternatives to sales, net earnings or any other performance measures derived in accordance with GAAP as measures of operating performance or operating cash flows or as measures of liquidity.

WHERE YOU CAN FIND MORE INFORMATION

Sysco Corporation files annual, quarterly and current reports, proxy statements and other information with the SEC. Sysco Corporation's SEC filings made via the EDGAR system, including periodic and current reports, proxy statements, and other information regarding Sysco Corporation are also available to the public at the SEC's website at <https://www.sec.gov> and on Sysco Corporation's website, <https://www.sysco.com>. The information contained on, or that can be accessed through, the SEC's website and Sysco Corporation's website is not incorporated in, and is not part of this prospectus supplement or the accompanying prospectus.

Sysco Corporation has filed with the SEC an automatic shelf registration statement on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"), as a "well-known seasoned issuer" (as defined in Rule 405 under the Securities Act), covering the securities described in this prospectus supplement and the accompanying prospectus. This prospectus supplement and the accompanying prospectus do not contain all the information included in the registration statement, some of which is contained in exhibits included with or incorporated by reference into the registration statement. The registration statement, including the exhibits contained or incorporated by reference therein, can be accessed through the SEC's website referred to above. Any statement made in this prospectus supplement or the accompanying prospectus concerning the contents of any contract, agreement or other document is only a summary of the actual contract, agreement or other document. If we have filed or incorporated by reference any contract, agreement or other document as an exhibit to the registration statement, you should read the exhibit for a more complete understanding of the document or matter involved. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

Sysco Corporation incorporates by reference the following documents filed with the SEC by Sysco Corporation and any future filings that Sysco Corporation makes with the SEC after the date of this prospectus supplement under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended, until Sysco Corporation completes the offering of the securities offered by this prospectus supplement and the accompanying prospectus. Sysco Corporation is not incorporating by reference any documents or portions thereof, whether specifically listed below or filed in the future, that are not deemed "filed" with the SEC (including any furnished information, any Sysco Corporation Compensation and Leadership Development Committee report and performance graph or information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Form 8-K), unless otherwise specified.

- [Sysco Corporation's Annual Report on Form 10-K for the fiscal year ended June 27, 2026 filed with the SEC on August 21, 2026 \(the "2026 Annual Report"\)](#);
- Sysco Corporation's Current Reports on Form 8-K filed with the SEC on [July 2, 2026](#), [August 20, 2026](#) (Item 5.02 only), [September 4, 2026](#) and [September 14, 2026](#); and
- The portions of Sysco Corporation's [Definitive Proxy Statement on Schedule 14A for the 2025 annual meeting of stockholders filed with the SEC on October 2, 2025](#) that are incorporated by reference into Part III of the [Form 10-K for the year ended June 28, 2025 filed with the SEC on August 22, 2025](#).

Any statement contained or incorporated by reference in this prospectus supplement and the accompanying prospectus shall be deemed to be modified or superseded for purposes of this prospectus supplement and the accompanying prospectus to the extent that a statement contained herein, or in any subsequently filed document, which also is incorporated by reference herein or therein, modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement and the accompanying prospectus. You may obtain a copy of these filings, excluding all exhibits, unless we have specifically incorporated by reference an exhibit in this prospectus supplement or the accompanying prospectus or in a document incorporated by reference herein, at no cost, by writing or telephoning:

Sysco Corporation
Investor Relations
1390 Enclave Parkway
Houston, Texas 77077-2099
Telephone: (281) 584-2615

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made in this prospectus supplement that look forward in time or express management's expectations or beliefs with respect to the occurrence of future events are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," "projected," "continues," "continuously," variations of such terms, and similar terms and phrases denoting anticipated or expected occurrences or results. Examples of forward-looking statements include, but are not limited to, our expectation regarding settlement timing, our expected capitalization as a result of this offering, our expected applications of the proceeds from this offering, and our anticipated market prices and plan of distribution of the shares of Common Stock. Forward-looking statements may also include statements incorporated by reference herein from other filings, including various statements relating to:

- the expected timing and completion of the JRD Acquisition Transactions;
- the anticipated benefits of the JRD Acquisition Transactions, including estimated synergies, and plans and expectations for the combined company after completion of the JRD Acquisition Transactions;
- our future financial performance and results;
- our business strategy, plans, goals and objectives, including certain outlook, business trends, our dividend and share repurchase programs, our expectation of future macroeconomic conditions;
- our expectations regarding the terms and completion of the Financing Transactions; and
- other statements that are not historical facts.

These statements are based on management's current expectations and estimates. Actual results may differ materially due in part to the risk factors within Part I, Item 1A of the 2026 Annual Report and in Sysco Corporation's subsequent Quarterly Reports on Form 10-Q, the risk factors described under the caption "Risk Factors" on page S-11 of this prospectus supplement, and the risk factors set forth below:

- the risk that if sales from our locally managed customers do not grow at the same rate as sales from multi-unit customers, our gross margins may decline;
- the risk of periods of significant or prolonged inflation, deflation, or economic uncertainty and their impact on our product costs and profitability generally, and our inability to predict inflation over the long term;
- the risk that our efforts to modify truck routing, including our small truck initiative, in order to reduce outbound transportation costs may be unsuccessful;
- the risk that we may not realize anticipated benefits from our operating cost reduction efforts, including our ability to accelerate and/or identify additional cost savings;
- risks related to geopolitical, economic and market conditions and developments, including unfavorable conditions in the Americas and Europe, and changes in global trade policies, tariffs, and similar foreign conflicts, foreign exchange rates and the impact on our business, results of operations and financial condition;
- the risks related to our efforts to implement our business transformation initiatives and meet our other long-term strategic objectives, including the risk that these efforts may not provide the expected benefits in our anticipated timeframe, if at all, and may prove costlier than expected;
- the risk that competition in our industry and the impact of group purchasing organizations may adversely impact our margins and our ability to retain customers and make it difficult for us to maintain our market share, growth rate and profitability;
- the risk that our relationships with long-term customers may be materially diminished or terminated;

- the risk that changes in consumer eating habits, including economic factors affecting consumer confidence and discretionary spending and the impact of advancements in pharmaceutical therapies, which may reduce the consumption of food prepared away from home, could materially and adversely affect our business, financial condition, or results of operations;
- the impact and effects of public health crises, pandemics, epidemics, and natural disasters or adverse weather conditions on our business, financial condition and results of operations;
- the risk that we may not be able to fully compensate for increases in fuel costs, and fuel hedging arrangements intended to contain fuel costs could result in above market fuel costs;
- the risk of interruption of supplies and increase in product costs as a result of conditions beyond our control;
- the potential impact on our reputation and earnings of adverse publicity or lack of confidence in our products;
- difficulties in successfully expanding into international markets and complementary lines of business;
- the potential impact of product liability claims or product recalls;
- the risk that we fail to comply with requirements imposed by applicable law or government regulations, including but not limited to those related to environmental, data privacy and tax and accounting laws, rules and regulations;
- risks related to our ability to effectively finance and integrate acquired businesses;
- risks related to our access to borrowed funds in order to grow and finance the JRD Acquisition Transactions and risks related to any default by us under our indebtedness that could have a material adverse impact on cash flow and liquidity;
- the risk that our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position;
- the risk that we may not be able to effectively execute our capital allocation framework;
- the risk that divestiture of one or more of our businesses may not provide the anticipated effects on our operations;
- risks related to our ability to return capital to stockholders, including those related to the timing and amounts (including any plans or commitments in respect thereof) of any dividends and share repurchases;
- the risk that due to our reliance on technology, any technology disruption or delay in implementing new technology, including artificial intelligence (AI), could have a material negative impact on our business;
- the risk of negative impacts to our business and our relationships with customers from a cybersecurity incident and/or other technology disruptions, including risks from flaws, breaches, or malfunctions in AI systems that could lead to operational disruptions, data loss, or erroneous decision-making;
- risks related to our ability to attract, motivate and retain employees, including key personnel;
- risks related to labor issues, including the renegotiation of union contracts and shortage of qualified labor;
- the risk that the exclusive forum provisions in our amended and restated bylaws could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees;
- risks related to business uncertainties and contractual restrictions affecting us and Jetro Restaurant Depot while the JRD Acquisition Transactions are pending, including effects on employees, customers, suppliers, and other business relationships;
- the risk that the JRD Acquisition Transactions are not consummated as expected, in a timely manner or at all;

- the risk that any of the anticipated benefits of the JRD Acquisition Transactions will not be realized or will not be realized within the expected time period;
- risks relating to the integration of Jetro Restaurant Depot;
- the occurrence of any event, change or other circumstance that could give rise to the right of Sysco Corporation, Holder Representative (as defined herein) or both to terminate the merger agreement;
- the risk that regulatory clearances for the JRD Acquisition Transactions may not be obtained, or other closing conditions may not be satisfied, in a timely manner or at all, as well as the risk that regulatory clearances are obtained subject to conditions that are not anticipated;
- the risk of other delays in closing the JRD Acquisition Transactions;
- risks related to business disruptions from the JRD Acquisition Transactions that may harm the business or current plans and operations of Sysco Corporation, Sysco Holdings and Jetro Restaurant Depot, including the diversion of management's time from ongoing business operations;
- the risk that we may be unable to obtain or maintain favorable credit ratings, and that changes in credit ratings following the JRD Acquisition Transactions could adversely affect our access to the capital markets;
- the outcome and costs of any legal proceedings that may be instituted against Sysco Holdings, Jetro Restaurant Depot, Sysco Corporation or their respective directors in connection with the JRD Acquisition Transactions;
- the risk that the JRD Acquisition Transactions could have an adverse effect on the market price of our Common Stock;
- the risk that the JRD Acquisition Transactions may be more expensive to complete than anticipated, including as a result of unexpected factors or events, or unforeseen or unknown liabilities;
- the risk that the announcement or consummation of the JRD Acquisition Transactions could have an adverse effect on the ability of Sysco Corporation or Jetro Restaurant Depot to retain and hire key personnel or maintain business, contractual or operational relationships;
- the risk that the market price of our Common Stock may be volatile and may be affected by factors different from, or in addition to, those that historically have affected or currently affect the market price of our Common Stock;
- the risk that the completion of the JRD Acquisition Transactions may trigger change of control or other provisions in certain agreements to which Jetro Restaurant Depot is a party, which could have adverse consequences;
- the risk that the unaudited pro forma financial information incorporated by reference in this prospectus supplement may not be indicative of what our actual financial position or results of operations would have been, and our actual results following the JRD Acquisition Transactions may differ materially;
- the risk that, if the merger agreement is terminated, Sysco Corporation may be required to pay a termination fee, and the negative impact on the stock price and business of Sysco Corporation that may result from such termination and the payment of such termination fee;
- the risk that Jetro Restaurant Depot is a privately held company and limited publicly available information exists about its business, financial condition and results of operations, and that the due diligence review of Jetro Restaurant Depot may not have identified all material issues relating to Jetro Restaurant Depot;
- other factors that may affect the future results of Sysco Holdings, Sysco Corporation and Jetro Restaurant Depot;
- the risk that future sales or issuances of substantial amounts of Common Stock or other equity-linked securities could cause the market price of Common Stock to decline and be dilutive to existing holders;

- the risk that Common Stock is subordinate to existing and future indebtedness and preferred stock and that holders are subject to the prior dividend and liquidation rights of preferred stockholders;
- the risk that the market price of our Common Stock may be volatile and may be affected by factors different from, or in addition to, those that historically have affected or currently affect the market price of our Common Stock;
- the risk that management will have broad discretion over the use of net proceeds from the offering and that such proceeds may not be used in a manner that enhances stockholder value; and
- management's response to any of the aforementioned factors.

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements included in this prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein or therein. These risks and uncertainties, as well as other risks of which we are not aware or which we currently do not believe to be material, may cause our actual future results to be materially different than those expressed in our forward-looking statements. We caution you not to place undue reliance on these forward-looking statements. You should be aware that the occurrence of any of the events described in these risk factors and elsewhere in this prospectus supplement and the accompanying prospectus, including the documents incorporated by reference herein and therein, could have a material adverse effect on our business, financial condition and results of operations. Except as required by law, we assume no obligation to update publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus. It does not contain all the information that you should consider before making an investment decision. You should read this entire prospectus supplement, the accompanying prospectus and the documents incorporated herein and therein by reference for a more complete understanding of our business and the terms of the shares of Common Stock. See “Risk Factors” beginning on page S-11 of this prospectus supplement and in the 2026 Annual Report for information regarding risks you should consider before investing in Common Stock. In addition, certain statements include forward-looking information that involves risks and uncertainties. See “Special Note Regarding Forward-Looking Statements.”

Our Company

Sysco Corporation, acting through its subsidiaries and divisions, is the largest global distributor of food and related products primarily to the foodservice or food-away-from-home industry. Our purpose is “Connecting the World to Share Food and Care for One Another.” We provided products and related services to approximately 670,000 customer locations, including restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers during fiscal 2026.

Founded in 1969, Sysco Corporation commenced operations as a public company in March 1970 when the stockholders of nine companies exchanged their stock for Sysco Corporation Common Stock. Since our formation, we have grown from \$115 million to our all-time high of \$84.6 billion in annual sales in fiscal 2026, both through internal expansion of existing operations and acquisitions.

We distribute food and related products to restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers. Our primary operations are located in North America and Europe. Under the accounting provisions related to disclosures about segments of an enterprise, we have combined certain operations into three reportable segments. “Other” financial information is attributable to our other operations that do not meet the quantitative disclosure thresholds.

- *U.S. Foodservice Operations* — primarily includes (a) our U.S. Broadline operations, which distribute a full line of food products, including custom-cut meat, seafood, produce, specialty Italian, specialty imports and a wide variety of non-food products and (b) our U.S. Specialty operations, which include our FreshPoint fresh produce distribution business, our Buckhead | Newport Meat & Seafood specialty protein operations, our growing Italian Specialty platform anchored by Greco & Sons, Inc., our Edward Don restaurant equipment and supplies distribution business, our Asian specialty distribution company and a number of other small specialty businesses that are not material to the operations of Sysco Corporation;
- *International Foodservice Operations* — includes operations outside of the United States (U.S.), which distribute a full line of food products and a wide variety of non-food products. The Americas primarily consists of operations in Canada, Bahamas, Costa Rica and Panama, as well as our export operations that distribute to international customers. Our European operations primarily consist of operations in the United Kingdom (U.K.), France, Ireland and Sweden;
- *SYGMA* — our U.S. customized distribution operations serving quick-service chain restaurant customer locations; and
- *Other* — primarily our hotel supply operations, Guest Worldwide.

Foodservice operating sites distribute a full line of food products and a wide variety of non-food products to both independent and chain restaurant customers, hospitals, schools, hotels, industrial caterers and other venues where foodservice products are served. SYGMA operating sites distribute a full line of food products and a wide variety of non-food products to certain chain restaurant customer locations.

Sysco Corporation’s customers in the foodservice industry include restaurants, hospitals and skilled nursing facilities, schools and colleges, hotels and motels, industrial caterers and other similar venues where foodservice products are served.

The products we distribute include:

- frozen foods, such as meats, seafood, fully prepared entrées, fruits, vegetables and desserts;
- canned and dry foods;
- fresh meats and seafood;
- dairy products;
- beverage products;
- imported specialties; and
- fresh produce.

We also supply a wide variety of non-food items, including:

- paper products such as disposable napkins, plates and cups;
- tableware such as glassware and silverware;
- cookware such as pots, pans and utensils;
- restaurant and kitchen equipment and supplies; and
- cleaning supplies.

Our 333 distribution centers, which we refer to as operating sites, distribute branded merchandise, as well as products packaged under our private brands. Products packaged under our private brands have been manufactured for Sysco Corporation according to specifications that have been developed by our quality assurance team. In addition, our quality assurance team certifies the manufacturing and processing plants where these products are packaged, enforces our quality control standards and identifies supply sources that satisfy our requirements.

Corporate Information

Sysco Corporation is organized under the laws of Delaware. The address and telephone number of Sysco Corporation's executive offices are 1390 Enclave Parkway, Houston, Texas 77077-2099. Sysco Corporation's telephone number is (281) 584-1390. Sysco Corporation's Common Stock is listed on the NYSE under the trading symbol "SY.".

The JRD Acquisition Transactions

General

On March 30, 2026, Sysco Corporation, Sysco Holdings, Slider Merger Sub 1, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings ("Merger Sub 1"), Slider Merger Sub 2, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings ("Merger Sub 2"), Slider Merger Sub 3, LLC, a Delaware limited liability company and wholly-owned subsidiary of Sysco Holdings ("Merger Sub 3," and collectively with Merger Sub 1 and Merger Sub 2, the "merger subs"), JRD, Warehouse Realty, LLC, a Delaware limited liability company ("Warehouse Realty," and together with JRD, known as "Jetro Restaurant Depot"), and a holder representative (a "Holder Representative") entered into the merger agreement. The merger agreement contains the terms and conditions of the proposed acquisition of Jetro Restaurant Depot by Sysco Corporation. Under the merger agreement, subject to satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of the conditions to the JRD Acquisition Transactions set forth in the merger agreement, (a) Merger Sub 1 will merge with and into Sysco Corporation, with Sysco Corporation continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the "Sysco Merger"), (b) immediately following the Sysco Merger, Merger Sub 2 will merge with and into JRD, with JRD continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the "JRD Merger"), and (c) immediately following the JRD Merger, Merger Sub 3 will merge with and into Warehouse Realty, with Warehouse Realty continuing as the surviving entity and a direct, wholly-owned subsidiary of Sysco Holdings (the "Warehouse Realty Merger")

and, together with the Sysco Merger and the JRD Merger, the “mergers” and, collectively with the other transactions contemplated by the merger agreement, the “JRD Acquisition Transactions”).

Merger Consideration

Upon completion of the Sysco Merger, each share of Common Stock (other than cancelled shares), including shares of Common Stock purchased in this offering, will be converted into one share of Sysco Holdings common stock. Upon completion of the JRD Merger and the Warehouse Realty Merger, equity holders of Jetro Restaurant Depot will receive, in the aggregate, (a) a cash payment of \$21.6 billion, subject to customary adjustments, and (b) 91.5 million shares of Sysco Holdings common stock. As of the date hereof, based on the estimated number of shares of Common Stock and estimated equity interests of JRD and Warehouse Realty that are expected to be outstanding immediately prior to the JRD Acquisition Transactions, including after giving effect to this offering (assuming no exercise of the underwriters’ option to purchase additional shares), it is expected that Sysco Corporation stockholders as of immediately prior to the closing of the JRD Acquisition Transactions will hold approximately 84%, and former equity holders of Jetro Restaurant Depot as of immediately prior to the closing of the JRD Acquisition Transactions will hold approximately 16%, of the shares of Sysco Holdings common stock outstanding immediately after the closing of the JRD Acquisition Transactions. Upon completion of the JRD Acquisition Transactions, shares of Sysco Holdings are expected to be listed for trading on the NYSE.

Stockholders Agreement

Concurrently with entering into the merger agreement, Sysco Holdings entered into the stockholders agreement, dated as of March 30, 2026, with the majority stockholder of Jetro Restaurant Depot, certain funds affiliated with Leonard Green & Partners, L.P., Platinum Falcon B 2018 RSC Limited and certain other parties thereto, in each case, that will receive shares of Sysco Holdings common stock in the applicable mergers. The stockholders agreement sets forth certain governance arrangements and contains various provisions relating to, among other things, representation on Sysco Holdings’ board of directors, the acquisition of additional equity interests in Sysco Holdings, transfer restrictions, voting arrangements, non-competition, non-solicitation, and non-disparagement, and registration rights.

Regulatory Clearance Required for the JRD Acquisition Transactions

The mergers are subject to the requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “HSR Act”), which provide that certain transactions may not be completed until notification and report forms are furnished to the Antitrust Division of the U.S. Department of Justice and the U.S. Federal Trade Commission (“FTC”) and the HSR Act waiting period is terminated or expires. On April 27, 2026, Sysco Corporation and Jetro Restaurant Depot each filed their respective requisite notification and report forms under the HSR Act. On May 27, 2026, Sysco Corporation and Jetro Restaurant Depot each received a request for additional information and documentary material, often referred to as a “second request,” from the FTC under the HSR Act. Issuance of the second request extends the HSR Act waiting period until 30 days after Sysco Corporation and Jetro Restaurant Depot have substantially complied with the second requests, unless that period is earlier terminated by the FTC.

Conditions for Completion of the JRD Acquisition Transactions

In addition to the expiration or termination of any applicable waiting period under the HSR Act related to the JRD Acquisition Transactions, each party’s obligation to complete the JRD Acquisition Transactions is also subject to the satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of other conditions, including: the absence of any law or injunction adopted, promulgated or entered after the date of the merger agreement by any governmental authority of competent jurisdiction in the United States that prohibits the consummation of the JRD Acquisition Transactions, the Registration Statement on Form S-4 for the registration of Sysco Holdings’ common stock to be issued to Sysco Corporation stockholders in connection with the Sysco Merger being declared effective by the SEC (which has been satisfied), the authorization for listing on the NYSE, subject to official notice of issuance, of the shares of Sysco Holdings common stock that will be issued as the JRD stock consideration pursuant

to the merger agreement, with respect to each party, the accuracy of the other party's representations and warranties, subject to specified materiality qualifications, and performance and compliance, in all material respects, by the other party with its covenants in the merger agreement required to be performed and complied with such party at or prior to the closing of the JRD Acquisition Transactions, and the receipt by each party of a customary tax opinion with respect to the JRD Acquisition Transactions.

Termination

The merger agreement may be terminated prior to the closing date upon mutual written consent of Jetro Restaurant Depot, Holder Representative and Sysco Corporation. In addition, either Sysco Corporation or Holder Representative may terminate the merger agreement prior to the closing date:

- if the closing of the JRD Acquisition Transactions does not occur on or before September 30, 2027 (as may be extended, the "Termination Date"), with one automatic extension of such date until March 30, 2028 if all conditions to closing other than the conditions relating to receipt of required regulatory clearances have been satisfied or (to the extent permitted by law) waived, or are capable of being satisfied at such time (this termination right is not available to a party whose breach in any material respect of its obligations under the merger agreement principally caused the failure of closing of the JRD Acquisition Transactions to occur on or before the Termination Date);
- if the other party breaches its representations or warranties or there is any inaccuracy in its representations or warranties, or the other party breaches or fails to perform its covenants or other agreements contained in the merger agreement, which breach, inaccuracy or failure to perform (A) would result in the failure of the related conditions to such party's obligations to close the JRD Acquisition Transactions to be satisfied, and (B) is not cured, or is incapable of being cured, by the other party prior to the earlier of (x) the Termination Date and (y) forty-five calendar days after the other party's receipt of written notice from the terminating party of such breach, inaccuracy or failure (this termination right is not available to a party if that party is then in breach of any representation, warranty, covenant or obligation under the merger agreement that would result in the failure of certain specified conditions); or
- if any court (or U.S. federal governmental authority) of competent jurisdiction in the United States issued an order that has become final and non-appealable that has the effect of permanently restraining, enjoining or otherwise prohibiting the JRD Acquisition Transactions (this termination right is not available to a party if that party has breached in any material respect its obligations under the merger agreement in any manner that has been the primary cause of such order being issued and becoming final and non-appealable).

If the merger agreement is terminated by either Sysco Corporation or Holder Representative as a result of failure to obtain the required regulatory clearances or because the JRD Acquisition Transactions are not consummated by the Termination Date, Sysco Corporation will pay to Holder Representative a termination fee of \$1.164 billion. The termination fee is payable prior to or concurrently with the termination, if terminated by Sysco Corporation, or within two business days of Holder Representative's termination, provided that, with respect to a termination for failure to consummate the JRD Acquisition Transactions by the Termination Date, all of the conditions to closing other than those relating to the required regulatory clearances (other than certain conditions which by their nature may only be satisfied at the closing) are satisfied.

Combined Company Governance Matters

Effective upon the closing of the Sysco Merger, Sysco Holdings will adopt the amended and restated certificate of incorporation and the amended and restated bylaws of Sysco Holdings in the same form as Sysco Corporation's certificate of incorporation and bylaws in effect as of immediately prior to the closing.

The merger agreement and the forms of Sysco Holdings amended and restated certificate of incorporation and amended and restated bylaws contain certain provisions relating to the governance of Sysco Holdings following completion of the JRD Acquisition Transactions, which generally reflect the continuation of the governance arrangements of the Sysco Corporation charter and bylaws currently in effect.

Pursuant to the merger agreement, the directors of Sysco Corporation and the officers of Sysco Corporation in office immediately prior to the effective time of the Sysco Merger will be the directors and officers of Sysco Holdings immediately following the Sysco Merger. Pursuant to the stockholders agreement, on or prior to the closing date of the JRD Acquisition Transactions, Sysco Holdings' board of directors will take all actions necessary and appropriate to cause the number of directors on the board of Sysco Holdings to be increased by two and appoint Sir Bradley Fried and Stanley Fleishman to serve as directors of Sysco Holdings' board of directors.

The Financing and Other Transactions

Commitment Letter

In connection with entry into the merger agreement, Sysco Corporation entered into a commitment letter (the "Commitment Letter"), dated as of March 30, 2026, with Goldman Sachs Bank USA, Goldman Sachs Lending Partners LLC, The Toronto-Dominion Bank, New York Branch and TD Securities (USA) LLC (collectively, the "banks"), pursuant to which the banks have committed to provide, subject to the terms and conditions of the Commitment Letter, a \$22.0 billion 364-day senior unsecured bridge term loan facility (the "bridge facility"). On April 13, 2026, Sysco Corporation and the banks entered into a joinder agreement to the Commitment Letter with thirteen additional banks, which reallocated bridge facility commitments among the banks and the additional banks.

Term Loan Credit Agreement

On April 16, 2026, Sysco Corporation entered into a \$3.0 billion term loan credit agreement (the "Term Loan Credit Agreement"), with the subsidiary guarantors party thereto, the lenders named therein, Bank of America, N.A., as administrative agent, Goldman Sachs Bank USA and TD Securities (USA) LLC, as syndication agents, JPMorgan Chase Bank, N.A. and Wells Fargo Bank, N.A., as documentation agents, and Goldman Sachs Bank USA, TD Securities (USA) LLC, BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Wells Fargo Securities, LLC, as joint bookrunners and joint lead arrangers. Proceeds of borrowings under the Term Loan Credit Agreement will be used to pay, in part, the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto. Concurrently with entry into the Term Loan Credit Agreement, the bridge facility commitments under the Commitment Letter were reduced to \$19.0 billion.

Revolving Credit Agreement

On April 16, 2026, Sysco Corporation replaced its existing \$3.0 billion revolving loan credit agreement with a new \$3.0 billion revolving loan credit agreement (the "Revolving Credit Agreement") with the subsidiary borrowers party thereto, the subsidiary guarantors party thereto, the lenders and issuing banks named therein, Bank of America, N.A., as administrative agent, Goldman Sachs Bank USA, TD Securities (USA) LLC, JPMorgan Chase Bank, N.A. and Wells Fargo Securities, LLC, as syndication agents, BNP Paribas, PNC Bank, National Association, Truist Bank and U.S. Bank National Association, as documentation agents, and Goldman Sachs Bank USA, TD Securities (USA) LLC, BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Wells Fargo Securities, LLC, as joint bookrunners and joint lead arrangers. The Revolving Credit Agreement will be available for general corporate purposes. From and after the consummation of the JRD Acquisition Transactions, commitments under the Revolving Credit Agreement will increase to \$4.0 billion.

CoBank Term Loan

On September 4, 2026, Sysco Corporation entered into a first amendment (the "First Amendment") to the Revolving Credit Agreement to establish a \$750 million senior unsecured delayed draw term loan facility (the "CoBank Term Loan"), with CoBank, ACB, the lenders party to the Revolving Credit Agreement as of the date of such First Amendment and Bank of America, N.A., as administrative agent. The CoBank Term Loan consists of (a) a \$375 million six-year delayed draw term loan tranche and (b) a \$375 million eight-year delayed draw term loan tranche, in each case available for drawing in multiple advances during the one-year period following the effective date of the First Amendment. Loans under the CoBank Term Loan will

be used for general corporate purposes, including to pay, in part, the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto. Concurrently with entry into the CoBank Term Loan, the bridge facility commitments under the Commitment Letter were further reduced to \$18.25 billion.

Additional Securities Offerings

In addition to and separate from this offering, Sysco Holdings and Sysco Corporation intend to offer additional securities, which may be in the form of senior notes or junior subordinated notes (collectively, all such offerings of additional securities, the “Additional Securities Offerings”). The additional securities offered in the Additional Securities Offerings may be denominated in U.S. dollars, Canadian dollars, Euro or any other currency. Furthermore, the additional debt securities offered in the Additional Securities Offerings may be guaranteed by Sysco Corporation’s direct and indirect wholly-owned domestic subsidiaries. We intend to use the net proceeds from any Additional Securities Offerings to pay, in part, the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto.

Each of the Additional Securities Offerings will be made pursuant to a separate prospectus supplement and will be separate from and independent of this offering. This prospectus supplement is not an offer to sell or a solicitation of an offer to buy any securities being offered in any Additional Securities Offering, and the prospectus supplement for any Additional Securities Offering is not an offer to sell or a solicitation of any offer to buy any securities that may be offered in such Additional Securities Offerings.

This offering is not conditioned upon the completion of any of the Additional Securities Offerings, and none of the Additional Securities Offerings is conditioned upon the completion of this offering or any other securities offering. There can be no assurance that any of the Additional Securities Offerings will be completed on the terms described herein, or at all. The closing of each Additional Securities Offering is subject to the satisfaction of customary closing conditions. Investors should not rely upon the completion of any of the Additional Securities Offerings in making their investment decision with respect to the shares of Common Stock offered hereby.

Jetro Restaurant Depot Indebtedness

As of June 27, 2026, Jetro Restaurant Depot had approximately \$4.6 billion of total third-party indebtedness, consisting primarily of approximately \$3.7 billion of private placement notes and six mortgage facilities with an aggregate principal amount of approximately \$0.9 billion. In addition, as of September 10, 2026, Jetro Restaurant Depot had a \$200.0 million revolving credit facility, which is undrawn. Sysco Holdings and Sysco Corporation expect to use proceeds from the Financing Transactions to redeem, purchase or refinance, and/or amend the terms of, the existing indebtedness of Jetro Restaurant Depot. This offering is not conditioned upon the completion of any such action.

The Offering

The following summary describes the principal terms of this offering of the shares of Common Stock. Certain of the terms and conditions described below are subject to important limitations and exceptions. This summary does not contain all the information that may be important to you. For a more complete understanding of our Common Stock, see “Description of Common Stock” in the accompanying prospectus.

Issuer	Sysco Corporation, a Delaware corporation.
Common Stock Offered	12,345,679 shares of Common Stock (or 14,197,530 shares if the underwriters exercise their option to purchase additional shares in full).
Option to Purchase Additional Shares	We have granted the underwriters an option, exercisable for 30 days from the date of this prospectus supplement, to purchase up to 1,851,851 additional shares of Common Stock solely to cover overallocments, if any.
Common Stock to be Outstanding After This Offering	491,913,960 shares of Common Stock (or 493,765,811 shares if the underwriters exercise their option to purchase additional shares in full).
Use of Proceeds	We estimate that the net proceeds to us from this offering will be approximately \$967.4 million (or \$1.1 billion if the underwriters exercise their option to purchase additional shares in full), after deducting the underwriting discounts and commissions and estimated offering expenses payable by us. If the JRD Acquisition Transactions are consummated, we intend to use the net proceeds from this offering, together with the proceeds from the other Financing Transactions and cash on hand, to pay the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto. This offering is not contingent upon the consummation of the JRD Acquisition Transactions. If the JRD Acquisition Transactions are not consummated, we intend to use the net proceeds from this offering for general corporate purposes. See “Use of Proceeds.”
Listing and Trading Symbol	Our Common Stock is listed on the NYSE under the symbol “SYY.”
Risk Factors	Investing in our Common Stock involves risks. See “Risk Factors” beginning on page S-11 of this prospectus supplement and under the heading “Item 1A. Risk Factors” in the 2026 Annual Report for a discussion of factors you should carefully consider before deciding to invest in our Common Stock.
Material U.S. Federal Income Tax Considerations for Non-U.S. Holders	For a discussion of the material U.S. federal income tax considerations for Non-U.S. Holders of the ownership and disposition of Common Stock, see “Material U.S. Federal Income Tax Considerations for Non-U.S. Holders.”
Transfer Agent and Registrar	The transfer agent and registrar for our Common Stock is Broadridge Corporate Issuer Solutions, LLC.

Summary Historical Financial Information

The following tables set forth summary historical financial information for Sysco Corporation for the periods and the dates indicated below.

We have derived the audited consolidated financial information for the fiscal year ended June 27, 2026, the fiscal year ended June 28, 2025 and the fiscal year ended June 29, 2024, from the audited consolidated financial statements of Sysco Corporation and its consolidated subsidiaries, which are included in the 2026 Annual Report and incorporated by reference herein. Such financial statements were audited by Ernst & Young LLP, the independent registered public accounting firm of Sysco Corporation.

The unaudited pro forma consolidated financial information for the fiscal year ended June 27, 2026, gives effect to the JRD Acquisition Transactions as if they had been consummated on June 29, 2025. We derived the unaudited pro forma consolidated financial information for the fiscal year ended June 27, 2026 from the Unaudited Pro Forma Condensed Combined Financial Statements that Sysco Corporation filed with the SEC on a Current Report on Form 8-K on September 14, 2026 and are incorporated by reference herein.

The following summary historical financial information should be read in conjunction with the sections titled “Risk Factors” and “Capitalization” included in this prospectus supplement, the audited consolidated financial statements of Sysco Corporation and its consolidated subsidiaries, the audited combined financial statements of JRD Unico, Inc. and affiliates, and the unaudited pro forma condensed combined financial statements of Sysco Corporation, in each case, incorporated by reference into this prospectus supplement. Our historical results and the historical results of Jetro Restaurant Depot are not necessarily indicative of the results that should be expected in the future.

Statement of Operations Data

	Pro Forma (Unaudited)	Historical		
	Year Ended June 27, 2026	Year Ended June 27, 2026	Year Ended June 28, 2025	Year Ended June 29, 2024
Sales	\$100,561	\$84,553	\$81,370	\$78,844
Cost of sales	81,810	68,914	66,401	64,236
Gross profit	18,751	15,639	14,969	14,608
Operating expenses	14,594	12,544	11,881	11,406
Operating income	4,157	3,095	3,088	3,202
Interest expense	2,008	717	635	607
Other expense (income), net	75	102	38	30
Earnings before income taxes	2,074	2,276	2,415	2,565
Income taxes	423	519	587	610
Net earnings	\$ 1,651	\$ 1,757	\$ 1,828	\$ 1,955

Non-GAAP Financial Measures (Unaudited)

	Pro Forma	Historical		
	Year Ended June 27, 2026	Year Ended June 27, 2026	Year Ended June 28, 2025	Year Ended June 29, 2024
EBITDA ⁽¹⁾	\$ 5,787	\$ 3,969	\$ 3,995	\$ 4,045
EBITDA adjusted for Certain Items ⁽¹⁾	\$ 6,608	\$ 4,387	\$ 4,293	\$ 4,192
EBITDA adjusted for Certain Items margin ⁽²⁾	6.6%	5.2%	5.3%	5.3%
Net Debt ⁽⁴⁾	\$32,286	\$11,730	\$12,238	\$11,286

- (1) EBITDA represents net earnings (loss) plus (i) interest expense, (ii) income tax expense and benefit, (iii) depreciation and (iv) amortization. EBITDA adjusted for Certain Items is computed as EBITDA plus the impact of certain items that we do not consider representative of our underlying performance, excluding certain items related to interest expense, income taxes, depreciation and amortization. The following table sets forth a reconciliation of EBITDA and EBITDA adjusted for Certain Items to net earnings.

	Pro Forma	Historical		
	Year Ended June 27, 2026	Year Ended June 27, 2026	Year Ended June 28, 2025	Year Ended June 29, 2024
Net earnings	\$1,651	\$1,757	\$1,828	\$1,955
Interest expense	2,008	717	635	607
Interest expense – related parties	—	—	—	—
Income taxes	423	519	587	610
Depreciation and amortization	1,705	976	945	873
EBITDA	\$5,787	\$3,969	\$3,995	\$4,045
Certain item adjustments:				
Impact of restructuring and transformational project costs ^(a)	280	280	179	116
Impact of acquisition-related costs ^(b)	84	84	27	31
Impact of deal contingent rate lock transactions ^(c)	54	54	—	—
Impact of goodwill impairment	—	—	92	—
Non-recurring transaction costs ^(d)	191	—	—	—
Non-recurring retention bonuses ^(e)	163	—	—	—
Non-recurring transfer taxes ^(f)	49	—	—	—
EBITDA adjusted for Certain Items	\$6,608	\$4,387	\$4,293	\$4,192

- (a) Includes charges related to restructuring and severance, as well as various transformation initiative costs, primarily consisting of supply chain transformation costs and changes to our business technology strategy, excluding charges related to accelerated depreciation.
- (b) Includes acquisition and due diligence costs.
- (c) Includes a loss on deal contingent rate lock transactions related to the planned acquisition of Jetro Restaurant Depot.
- (d) Includes estimated acquisition costs expected to be incurred in connection with the JRD Acquisition Transactions.
- (e) Includes retention bonuses payable at closing of the JRD Acquisition Transactions.
- (f) Includes estimated transfer taxes associated with the JRD Acquisition Transactions.
- (2) EBITDA adjusted for Certain Items margin represents EBITDA adjusted for Certain Items divided by Sales.
- (3) Net Debt represents Total Debt less Cash & Cash Equivalents. The following table sets forth a reconciliation of Total Debt to Net Debt.

	Pro Forma		Historical	
	As of	As of	As of	As of
	June 27, 2026	June 27, 2026	June 28, 2025	June 29, 2024
Total Debt^(a)	\$34,399	\$13,516	\$13,309	\$11,982
Cash & Cash Equivalents	(2,113)	(1,786)	(1,071)	(696)
Net Debt^(b)	<u>\$32,286</u>	<u>\$11,730</u>	<u>\$12,238</u>	<u>\$11,286</u>

- (a) On a pro forma basis and a historical basis as of June 27, 2026, Total Debt to EBITDA adjusted for Certain Items was 5.22x and 3.08x, respectively.
- (b) On a pro forma basis and a historical basis as of June 27, 2026, Net Debt to EBITDA adjusted for Certain Items was 4.89x and 2.67x, respectively.

RISK FACTORS

You should carefully consider the following information about risks, together with the other information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus and in “Item 1A. Risk Factors” in the 2026 Annual Report, which includes a discussion of the material risks related to Sysco Corporation and is incorporated by reference herein, before making an investment in Common Stock. Any of these risk factors could materially and adversely affect our business, financial condition, results of operations and future prospects, as well as the market value of the shares of Common Stock. We also urge you to carefully consider the factors set forth under the heading “Special Note Regarding Forward-Looking Statements” in this prospectus supplement.

Risks Related to the Mergers

The mergers are subject to conditions, some or all of which may not be satisfied or completed on a timely basis, if at all.

The completion of the JRD Acquisition Transactions is subject to a number of conditions, some of which are not under Sysco Corporation’s control. The conditions include the expiration or termination of the waiting period under the HSR Act, as well as other customary conditions. The failure to satisfy the required conditions could delay the completion of the JRD Acquisition Transactions for a significant period of time or prevent them from occurring at all. A failure to complete the JRD Acquisition Transactions would mean that Sysco Corporation will not realize the anticipated benefits of the JRD Acquisition Transactions, including Sysco Corporation’s proposed expansion of its existing operating and commercial framework into the Cash & Carry channel.

Without realizing any of the benefits of having completed the JRD Acquisition Transactions, Sysco Corporation will be subject to a number of risks, including the following:

- the market price of our Common Stock could decline to the extent that the current market price reflects a market assumption that the JRD Acquisition Transactions will be completed;
- Sysco Corporation could owe a termination fee of \$1.164 billion under certain circumstances;
- Sysco Corporation may experience negative publicity, which could have an adverse effect on its ongoing operations, including on its ability to retain and attract key employees and those with whom it does business, such as customers, suppliers, and other business partners;
- Sysco Corporation has committed and will continue to commit time and resources to matters relating to the JRD Acquisition Transactions that could otherwise have been devoted to ongoing business operations and pursuing other beneficial opportunities for Sysco Corporation;
- Sysco Corporation will still be required to pay significant fees and expenses relating to financing arrangements, which may include investment banking fees and commissions, professional fees and other costs and expenses;
- Sysco Corporation will be required to pay costs relating to the JRD Acquisition Transactions, such as legal, accounting, financial advisory and printing fees, whether or not the JRD Acquisition Transactions are completed; and
- Sysco Corporation may commit significant time and resources to defend against litigation related to any failure to complete the JRD Acquisition Transactions or related to any enforcement proceeding commenced against Sysco Corporation to perform its obligations pursuant to the merger agreement.

In addition, one or more conditions in the merger agreement may not be satisfied in a timely manner. A delay in completing the JRD Acquisition Transactions could cause Sysco Corporation and Sysco Holdings to realize some or all of the benefits later than Sysco Corporation otherwise expected if the JRD Acquisition Transactions were successfully completed within the anticipated timeframe, which could result in additional transaction costs or other negative effects associated with uncertainty about the JRD Acquisition Transactions. Any of the foregoing could have a material adverse effect on our business, financial condition and results of operations.

We may not achieve the intended benefits of the JRD Acquisition Transactions, and the JRD Acquisition Transactions may disrupt our current plans or operations.

There can be no assurance that we will be able to successfully integrate Jetro Restaurant Depot's assets and operations or otherwise realize the expected benefits of the potential transaction (including cost synergies from improved purchasing and supply chain efficiencies). Difficulties in the integration of Jetro Restaurant Depot's business into our business may result in us performing differently than expected, in operational challenges or in the failure to realize anticipated synergies and efficiencies in the expected timeframe or at all from the JRD Acquisition Transactions. The integration of the two companies may result in material challenges, including diversion of management's attention from ongoing business concerns; the ability to retain key management and other employees; the ability to retain or attract business and operational relationships; the possibility of faulty assumptions underlying expectations regarding the integration process and associated expenses; challenges in consolidating corporate and administrative infrastructures and eliminating duplicative operations; coordinating separate organizations; addressing differences in business backgrounds, corporate cultures and management philosophies; unanticipated issues in integrating information technology, communications and other systems; difficulties in managing the expanded operations of a larger and more complex company; as well as potential unknown liabilities or unforeseen expenses relating to integration. Many of these factors are outside of our control and any one of them could result in lower sales, higher costs and diversion of management time and energy, which could materially and adversely impact our business, financial condition or results of operations.

In addition, even if Jetro Restaurant Depot's operations are integrated into our operations successfully, the full benefits of the JRD Acquisition Transactions may not be realized within the anticipated timeframe or at all. Further, additional unanticipated costs may be incurred in the integration of our business and Jetro Restaurant Depot's business. All of these factors could cause dilution to our earnings per share, decrease or delay the projected benefits of the JRD Acquisition Transactions, and negatively impact the price of our Common Stock following the JRD Acquisition Transactions.

Risks Related to the Combined Company Following the Mergers

The mergers may result in a loss of customers, distributors, suppliers, vendors, landlords and other business partners and may result in the termination of existing contracts.

Following the JRD Acquisition Transactions, some of the customers, distributors, suppliers, vendors, landlords and other business partners of Jetro Restaurant Depot may terminate or scale back their current or prospective business relationships with us. In addition, Jetro Restaurant Depot has contracts with customers, distributors, suppliers, vendors, landlords and other business partners that may require it to obtain consents from these other parties in connection with the JRD Acquisition Transactions, which may not be obtained on favorable terms or at all. If relationships with customers, distributors, suppliers, vendors, landlords and other business partners are adversely affected by the JRD Acquisition Transactions, or if we, following the JRD Acquisition Transactions, lose the benefits of the contracts of Jetro Restaurant Depot, our business and financial performance could suffer.

Jetro Restaurant Depot's business depends on membership growth and loyalty, and failure to attract new members and maintain the existing membership base could have a material adverse effect on Jetro Restaurant Depot's, and consequently, our business, sales and results of operations.

Membership loyalty and growth are essential to Jetro Restaurant Depot's business as the growth in the membership base and sustainability of the renewal rates materially influence Jetro Restaurant Depot's sales and profitability. Further, sales are directly affected by the number of members, the frequency with which the members shop at Jetro Restaurant Depot and the amount they spend during those visits, which means the loyalty of the members directly impacts sales and operating income. Accordingly, anything that would harm Jetro Restaurant Depot's relationship with its members and lead to lower membership renewal rates or reduced spending by members in Jetro Restaurant Depot locations could materially adversely affect Jetro Restaurant Depot's, and consequently, following the closing, our business, sales and results of operations.

Factors that could harm Jetro Restaurant Depot's relationship with its members include Jetro Restaurant Depot's:

- failure to remain competitive in pricing relative to Jetro Restaurant Depot's competitors;
- failure to provide the expected quality of merchandise;
- failure to offer the mix of products that the members want to purchase; and
- failure to position its stores in convenient locations for its members and failure to provide an efficient and attractive shopping experience.

Our growth strategy to open more than 125 new Jetro Restaurant Depot stores over at least the next two decades involves risks.

Our long-term sales and operating income growth from Jetro Restaurant Depot's operations are dependent, to a certain degree, on our ability to open new stores in both existing markets and new markets. We plan to open more than 125 new Jetro Restaurant Depot stores over at least the next two decades. Opening new stores is cost intensive and involves substantial risks that may prevent us from receiving an appropriate return on that investment. We may not be successful in opening new Jetro Restaurant Depot stores on the schedule we have planned or at all, and the stores we open may not be successful. Our planned expansion of Jetro Restaurant Depot stores is dependent on finding suitable locations, which may be affected by local regulations, environmental laws, political opposition, construction and development costs, and competition from other retailers for particular sites.

We also may have difficulty negotiating leases or purchase agreements on acceptable terms. With continued growth in demand for electricity and water stress in certain regions, we may have difficulty securing long-term utility contracts for new buildings or incur additional costs due to onsite generation and storage requirements.

If we are able to secure new sites and open new locations, these locations may not be profitable for many reasons. For example, we may not be able to hire, train and retain a suitable workforce to staff these locations or to integrate new stores successfully into our existing infrastructure, either of which could prevent us from operating the stores in a profitable manner. In addition, we seek to expand in existing markets to attain a greater overall market share. A new store may draw members away from its existing stores and adversely affect their comparable sales performance, member traffic, and profitability. Entry into new markets may be less successful due to a lack of familiarity with us, our lesser familiarity with local member preferences, and regional differences in the market. In addition, entry into new markets may bring us into competition with new or existing competitors with a stronger, more well-established market presence. Any of these factors could cause a site to lose money or otherwise fail to provide an adequate return on investment. If we fail to open new stores as quickly as we have planned, our growth may suffer. If we open sites that we do not or cannot operate profitably, then our financial condition and results of operations could suffer.

Because Jetro Restaurant Depot competes to a substantial degree on price, changes affecting the market prices of the goods Jetro Restaurant Depot sells could adversely affect its, and consequently, our sales and operating profit.

Jetro Restaurant Depot's business plan relies on the value it offers to its members, and lower prices could adversely impact its margins and results of operations. In addition, the market price of the goods Jetro Restaurant Depot sells can be influenced by general economic conditions. For example, if Jetro Restaurant Depot experiences a general deflation in the prices of the goods it sells, this would reduce its sales and potentially adversely affect its operating income. Additionally, inflation can adversely affect Jetro Restaurant Depot by increasing the costs of materials, labor and other costs. If Jetro Restaurant Depot is unable to increase its prices to offset the effects of inflation, its, and consequently, following the closing, our business, results of operations and financial condition could be adversely affected.

Jetro Restaurant Depot may not timely identify or effectively respond to member tastes and preferences, which could negatively affect its relationship with its members, the demand for its products and its competitive position, and consequently, adversely affect our business, financial condition and results of operations.

It is difficult to consistently and successfully predict the products that Jetro Restaurant Depot's members will desire. Failure to timely identify or effectively respond to changing member tastes, preferences and

spending patterns could negatively affect Jetro Restaurant Depot's relationship with its members, the demand for its products and its competitive position. If Jetro Restaurant Depot is not successful at predicting its sales trends and adjusting its purchases accordingly, Jetro Restaurant Depot may have excess inventory, which could result in additional markdowns, or Jetro Restaurant Depot may experience out-of-stock positions, which could result in higher costs, both of which would reduce Jetro Restaurant Depot's, and, consequently, following the closing, our operating performance.

Jetro Restaurant Depot is subject to payment-related risks, including risks related to the security of payment card information, which could have an adverse effect on the business of Jetro Restaurant Depot, and, consequently, following the closing, our business.

Jetro Restaurant Depot accepts payments using a variety of methods, including cash, checks, and a variety of other credit cards, debit cards and digital methods. Jetro Restaurant Depot's efficient operation requires the transmission of information permitting cashless payments. As Jetro Restaurant Depot offers new payment options to its members, it may be subject to additional rules, regulations and compliance requirements, along with the risk of higher fraud losses. For certain payment methods, Jetro Restaurant Depot pays interchange and other related card acceptance fees, along with additional transaction processing fees. In addition, Jetro Restaurant Depot relies on third parties to provide secure and reliable payment transaction processing services, including the processing of credit and debit cards, and Jetro Restaurant Depot's business could be disrupted if these companies become unwilling or unable to provide these services to Jetro Restaurant Depot. Jetro Restaurant Depot is also subject to payment card association and network operating rules, including data security rules, certification requirements and rules governing electronic funds transfers, which could change over time. In addition, if Jetro Restaurant Depot's processor systems were breached or compromised, Jetro Restaurant Depot may be subject to substantial fines, remediation costs, litigation and higher transaction fees and may lose its ability to accept credit or debit card payments from its members. Jetro Restaurant Depot's failure to offer payment methods desired by its members could create a competitive disadvantage.

Jetro Restaurant Depot's security measures have been breached in the past and may be undermined in the future, and, as a result, Jetro Restaurant Depot and we could face significant legal and financial exposure, damage to Jetro Restaurant Depot's and our reputation and harm to Jetro Restaurant Depot's relationship with its members, any of which could have an adverse effect on Jetro Restaurant Depot's and our business.

The unaudited pro forma condensed combined financial statements incorporated by reference in this prospectus supplement are presented for illustrative purposes only and may not be an indication of our financial condition or results of operations in the future.

The unaudited pro forma condensed combined financial statements incorporated by reference in this prospectus supplement are presented for illustrative purposes only and are not intended to indicate, and are not necessarily indicative of, what our actual financial condition or results of operations would have been had the JRD Acquisition Transactions been completed on the date indicated, nor are they necessarily indicative of the financial condition or results of operations that may be expected for any future period or date. The historical information about Jetro Restaurant Depot in this prospectus supplement refers to its businesses as such businesses have been operated independently and privately. Our pro forma financial information incorporated by reference in this prospectus supplement is derived from the consolidated financial statements and accounting records of Sysco Corporation and Jetro Restaurant Depot, and adjustments, assumptions and preliminary estimates have been made in connection with the preparation of this information. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments, assumptions and estimates are difficult to make with accuracy and may not be realized. Accordingly, the pro forma financial information does not necessarily reflect the financial condition or results of operations that we would have achieved as a publicly traded company during the periods presented or those that we will achieve in the future, and such information should not be relied upon as an indicator of future performance, financial condition or liquidity.

Further, the pro forma financial information does not give effect to, among other things, revenue synergies, operating efficiencies or cost savings that may be achieved with respect to the combined company, as well as future acquisitions or disposals not yet known or probable, including those that may be required

by regulatory or governmental authorities in connection with the JRD Acquisition Transactions or impacts of merger-related change in control provisions that are currently not factually supportable and/or probable of occurring, and other factors that may affect our financial condition or results of operations. Our actual results and financial condition after the pro forma events occur may differ materially and adversely from the assumptions within the unaudited pro forma information included in this prospectus supplement.

Risks Related to Our Common Stock and this Offering

Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware will be the exclusive forum for certain stockholder litigation matters, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated bylaws provide, and the amended and restated bylaws of Sysco Holdings will provide, that the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, the federal district court for the District of Delaware) is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine, except for any action (A) as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination), (B) which is vested in the exclusive jurisdiction of a court or forum other than such court, or (C) for which such court does not have subject matter jurisdiction.

This provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find this provision in our amended and restated bylaws to be inapplicable or unenforceable in any action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business, financial condition and results of operations.

Future sales or issuances of substantial amounts of our Common Stock or other equity-linked securities in the public market, or the perception that these sales or issuances may occur, could cause the market price of our Common Stock to decline.

Future sales of substantial amounts of shares of our Common Stock by us or our stockholders, including the equity holders of Jetro Restaurant Depot who will receive shares of our Common Stock as consideration in the JRD Acquisition Transactions, or securities convertible or exchangeable into shares of our Common Stock, into the public market, future issuances of substantial numbers of additional shares of our Common Stock in connection with any future acquisitions or pursuant to employee benefit plans, or the perception that those sales or issuances may occur, could cause the market price of our Common Stock to decline. This could also impair our ability to raise additional capital through the sale of our equity securities.

Future sales or issuances of our Common Stock or other equity-related securities could be dilutive to holders of our Common Stock, including purchasers of our Common Stock in this offering, and could adversely affect their voting and other rights and economic interests.

Our Common Stock is subordinate to our existing and future indebtedness and preferred stock.

Our Common Stock is subordinate to our existing and future indebtedness and preferred stock. Shares of our Common Stock will rank junior to all our indebtedness and our other non-equity claims with respect to assets available to satisfy claims on our assets, including in a liquidation. As of June 27, 2026, our total consolidated debt was approximately \$13.5 billion, and upon consummation of the JRD Acquisition Transactions and the related Financing Transactions, our total consolidated debt is expected to be approximately \$34.4 billion. In addition, we have incurred and may in the future incur additional indebtedness, and holders of our Common Stock will be structurally subordinated to the claims of creditors. Additionally, our board of directors is authorized to issue series of preferred stock without any action on the part of holders of our Common Stock. Holders of our Common Stock will be subject to the prior

dividend and liquidation rights of any holders of our preferred stock or depositary shares representing such preferred stock then outstanding. The issuance of preferred stock could have the effect of reducing the amount of earnings and assets available for distribution to holders of our Common Stock.

The price of our Common Stock may fluctuate significantly, and this may make it difficult for you to resell shares of Common Stock owned by you at times or at prices you find attractive.

The trading price of our Common Stock may fluctuate widely as a result of a number of factors, many of which are outside our control. In addition, the stock market is subject to fluctuations in the share prices and trading volumes that affect the market prices of the shares of many companies. These broad market fluctuations may adversely affect the market price of our Common Stock.

We will have broad discretion in the use of the net proceeds from this offering, and we have not identified any specific use of the net proceeds from this offering if the JRD Acquisition Transactions are not consummated.

We estimate that we will receive approximately \$967.4 million from this offering (or approximately \$1.1 billion if the underwriters exercise their option to purchase additional shares in full), after deducting underwriting discounts and estimated offering expenses payable by us.

If the JRD Acquisition Transactions are consummated, we intend to use the net proceeds from this offering to fund a portion of the consideration payable in connection with the JRD Acquisition Transactions. However, this offering is not conditioned upon the consummation of the JRD Acquisition Transactions. If the JRD Acquisition Transactions are not consummated, we have not identified a specific use for the net proceeds from this offering and expect to use any such proceeds for general corporate purposes. Accordingly, in those circumstances, investors will be relying on the judgment of our management regarding the application of the net proceeds and our management will have considerable discretion in determining how such proceeds are used. You will not have the opportunity, as part of your investment decision, to assess whether the proceeds are being used in ways with which you would agree. The net proceeds may be invested or applied in a manner that does not enhance stockholder value, and the failure of our management to use these funds effectively could harm our business.

USE OF PROCEEDS

We estimate that we will receive approximately \$967.4 million from this offering (or \$1.1 billion if the underwriters exercise their option to purchase additional shares in full), after deducting underwriting discounts and estimated offering expenses payable by us. We intend to use the net proceeds from this offering together with the proceeds from the Financing Transactions and cash on hand to pay the cash consideration for the JRD Acquisition Transactions and all other fees, costs and expenses related thereto.

This offering is not contingent upon the consummation of the JRD Acquisition Transactions. If the JRD Acquisition Transactions are not consummated, we intend to use the net proceeds from this offering for general corporate purposes.

Pending the application of the net proceeds of the offering, we intend to invest the net proceeds from this offering primarily in short-term, investment grade, interest-bearing instruments, including cash, cash equivalents, money market funds, U.S. government securities and other short-term marketable securities, as well as to repay outstanding borrowings under our commercial paper programs, if any.

CAPITALIZATION

The following table sets forth our consolidated capitalization as of June 27, 2026 on:

- an actual basis; and
- an as adjusted basis giving effect to the issuance of the shares of Common Stock offered hereby, as described under “*Use of Proceeds*.”

	Actual	As adjusted
	(In millions)	
Cash:	\$ 1,786	\$ 2,786 ⁽⁷⁾
Debt: ⁽¹⁾		
Commercial paper ⁽²⁾	—	—
Revolving credit facility ⁽³⁾	—	—
Term loans	—	—
Senior notes and debentures	12,230	12,230
Plant and equipment financing programs, finance leases, notes payable, and other debt, interest averaging 5.38% and maturing at various dates to fiscal 2050	1,286	1,286
Total debt ⁽⁴⁾	13,516	13,516
Less current maturities of long-term debt	1,201	1,201
Less notes payable	—	—
Long-term debt net of current maturities	\$12,315	\$12,315
Total shareholders’ equity ⁽⁵⁾	\$ 2,666	\$ 3,666
Total capitalization ⁽⁶⁾	<u>\$16,182</u>	<u>\$17,182</u>

(1) Amounts set forth reflect the carrying value of the debt.

(2) As of June 27, 2026, there were no borrowings outstanding under our U.S. or European commercial paper programs.

(3) The aggregate commitments of the lenders under the revolving credit facility are \$3.0 billion and will increase to \$4.0 billion upon the consummation of the JRD Acquisition Transactions.

(4) Amounts do not give effect to the issuance of any indebtedness in the Financing Transactions.

(5) Amounts do not give effect to the issuance of shares of common stock of Sysco Holdings in the JRD Acquisition Transactions.

(6) Total capitalization consists of debt including current maturities and shareholders’ equity.

(7) Amount does not give effect to the underwriting and estimated offering expenses payable by us.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a summary of material U.S. federal income tax considerations applicable to Non-U.S. Holders (as defined herein) with respect to the ownership and disposition of our Common Stock sold pursuant to this offering. The following summary is based upon current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), U.S. judicial decisions, administrative pronouncements and existing and proposed Treasury regulations, all as in effect as of the date hereof. This summary is based upon the applicable provisions of the Code, Treasury regulations, rulings and judicial decisions as of the date of this prospectus supplement. These authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those set forth below.

This summary is provided for general information purposes only and does not purport to address all tax considerations that may be important to Non-U.S. Holders in light of their particular circumstances. Additionally, this summary does not apply to certain categories of Non-U.S. Holders that may be subject to special tax rules (such as financial institutions, insurance companies, tax-exempt organizations, brokers, dealers, or traders in securities, persons who hold the Common Stock through partnerships or other pass-through entities, regulated investment companies, controlled foreign corporations, foreign controlled foreign corporations or passive foreign investment companies, U.S. persons whose functional currency is not the U.S. dollar, U.S. expatriates or former long-term residents of the United States, persons subject to the mark-to-market method of accounting, persons required to accelerate the recognition of any item of gross income with respect to the Common Stock as a result of such income being recognized on an applicable financial statement, or persons who hold the Common Stock as part of a hedge, conversion transaction, straddle, or other risk reduction transaction). Finally, this summary does not address the effects of other U.S. federal tax laws (such as estate and gift tax laws), the so-called “Medicare tax” on net investment income, the alternative minimum tax and any applicable foreign, state or local tax laws.

For purposes of this discussion, the term “Non-U.S. Holder” means a beneficial owner of our Common Stock that is an individual, corporation, estate or trust, other than:

- an individual who is a citizen or resident of the United States, as determined for U.S. federal income tax purposes;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in the United States or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if: (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust; or (ii) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a domestic trust.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Common Stock, the tax treatment of a partner generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships or partners in partnerships that hold Common Stock should consult their own tax advisors regarding the consequences to them of the partnership’s ownership and disposition of the Common Stock.

We have not sought, nor do we intend to obtain, any ruling from the Internal Revenue Service (the “IRS”) or an opinion from counsel with respect to the statements made herein. We cannot assure you that the IRS will not challenge any of the considerations described herein and/or that such challenge will not be sustained by a court of applicable jurisdiction.

THIS DISCUSSION IS PROVIDED FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE LEGAL OR TAX ADVICE TO ANY PROSPECTIVE PURCHASER OF THE COMMON STOCK. THIS DISCUSSION IS NOT A SUBSTITUTE FOR YOUR OWN ANALYSIS OF THE TAX CONSEQUENCES RELATING TO THE OWNERSHIP OR DISPOSITION OF THE COMMON STOCK. IF YOU ARE CONSIDERING THE PURCHASE OF THE COMMON STOCK, WE URGE

YOU TO CONSULT A TAX ADVISOR REGARDING THE PARTICULAR FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES RELATING TO THE OWNERSHIP OR DISPOSITION OF THE COMMON STOCK IN LIGHT OF YOUR OWN SITUATION.

Distributions

If we make distributions of cash or property in respect of our Common Stock, such distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Subject to the discussions below under “— *U.S. Trade or Business Income*,” “— *Information Reporting and Backup Withholding*” and “— *FATCA*,” you generally will be subject to U.S. federal withholding tax at a 30% rate, or at a reduced rate prescribed by an applicable income tax treaty (if you qualify for the benefits of such tax treaty), on any dividends received in respect of our Common Stock. If the amount of the distribution exceeds our current and accumulated earnings and profits, such excess first will be treated as a return of capital to the extent of your tax basis in our Common Stock and thereafter will be treated as capital gain. However, except to the extent that we elect (or the paying agent or other intermediary through which you hold your Common Stock elects) otherwise, we (or the intermediary) must generally withhold on the entire distribution, in which case you would be entitled to a refund from the IRS for the withholding tax on the portion of the distribution that exceeded our current and accumulated earnings and profits.

To claim an exemption from (or reduction in) U.S. federal withholding tax under the benefits of an applicable income tax treaty, you must provide us, the paying agent or the person who otherwise would be required to withhold tax from the dividends with a properly completed IRS Form W-8BEN or IRS Form W-8BEN-E (or a successor form) certifying your entitlement to benefits under the treaty. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty but do not provide the documentation described in the preceding sentence, you may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS. You are urged to consult your tax advisor regarding your possible entitlement to benefits under an applicable income tax treaty.

Sale, Exchange or Other Taxable Disposition of Common Stock

Subject to the discussions below under “— *U.S. Trade or Business Income*,” “— *Information Reporting and Backup Withholding*” and “— *FATCA*,” you generally will not be subject to U.S. federal income or withholding tax in respect of any gain on a sale, exchange or other taxable disposition of our Common Stock unless:

- the gain is U.S. trade or business income, in which case, such gain will be taxed as described in “— *U.S. Trade or Business Income*” below;
- you are an individual who is present in the United States for 183 or more days in the taxable year of the disposition and certain other conditions are met, in which case you will be subject to U.S. federal income tax at a rate of 30% (or a reduced rate under an applicable income tax treaty) on the amount by which certain capital gains allocable to U.S. sources exceed certain capital losses allocable to U.S. sources; or
- we are or have been a “United States real property holding corporation” (a “USRPHC”) under Section 897 of the Code at any time during the shorter of the five-year period ending on the date of the disposition and your holding period for the Common Stock, in which case, subject to the exception set forth in the second sentence of the next paragraph, such gain will be subject to U.S. federal income tax in the same manner as U.S. trade or business income discussed below.

In general, a corporation is a USRPHC if the fair market value of its “United States real property interests” (as defined in the Code) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. In the event that we are determined to be a USRPHC, your gain on a sale, exchange or other taxable disposition of our Common Stock will not be subject to tax as U.S. trade or business income if your holdings (direct and indirect) at all times during the applicable period described in the third bullet point above constituted 5% or less of our Common Stock, provided that our Common Stock was regularly traded on an established securities

market during such period. We believe that we are not currently, and we do not anticipate becoming in the future, a USRPHC for U.S. federal income tax purposes.

U.S. Trade or Business Income

For purposes of this discussion, your dividend income with respect to our Common Stock and gain on the sale, exchange or other taxable disposition of our Common Stock will be considered to be “U.S. trade or business income” if (A)(i) such income or gain is effectively connected with your conduct of a trade or business within the United States and (ii) if you are eligible for the benefits of an income tax treaty with the United States and such treaty so requires, such income or gain is attributable to a permanent establishment (or, if you are an individual, a fixed base) that you maintain in the United States or (B) with respect to gain, we are or have been a USRPHC at any time during the shorter of the five-year period ending on the date of the disposition of our Common Stock and your holding period for our Common Stock (subject to the 5% ownership exception set forth above in the second paragraph of “— *Sale, Exchange or Other Taxable Disposition of Common Stock*”). Generally, U.S. trade or business income is not subject to U.S. federal withholding tax (provided that you comply with applicable certification and disclosure requirements, including providing a properly executed IRS Form W-8ECI (or successor form)); instead, such income is subject to U.S. federal income tax on a net basis at regular U.S. federal income tax rates (generally in the same manner as a U.S. person). If you are a corporation, any U.S. trade or business income that you receive may also be subject to a “branch profits tax” at a 30% rate, or at a lower rate prescribed by an applicable income tax treaty.

Information Reporting and Backup Withholding

Any distributions on our Common Stock must be annually reported to the IRS and to each Non-U.S. Holder, regardless of whether such distributions constitute dividends or whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which a Non-U.S. Holder resides. Under certain circumstances, the Code imposes a backup withholding obligation on certain reportable payments. Distributions paid to you will generally be exempt from backup withholding if you provide a properly executed IRS Form W-8BEN, Form W-8BEN-E or W-8ECI (or, in each case, a successor form) or otherwise establish an exemption and the applicable withholding agent does not have actual knowledge or reason to know that you are a U.S. person or that the conditions of such other exemption are not, in fact, satisfied.

The payment of the proceeds from the disposition of our Common Stock to or through the U.S. office of any broker (U.S. or non-U.S.) will be subject to information reporting and possible backup withholding unless you certify as to your non-U.S. status under penalties of perjury or otherwise establish an exemption and the broker does not have actual knowledge or reason to know that you are a U.S. person or that the conditions of any other exemption are not, in fact, satisfied. The payment of proceeds from the disposition of our Common Stock to or through a non-U.S. office of a non-U.S. broker will not be subject to information reporting or backup withholding unless the non-U.S. broker has certain types of relationships with the United States (a “U.S. related financial intermediary”). In the case of the payment of proceeds from the disposition of our Common Stock to or through a non-U.S. office of a broker that is either a U.S. person or a U.S. related financial intermediary, the Treasury regulations require information reporting (but not backup withholding) on the payment unless the broker has documentary evidence in its files that the owner is not a U.S. person and the broker has no knowledge to the contrary. You are urged to consult your tax advisor regarding the application of information reporting and backup withholding in light of your particular circumstances.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to you will be refunded or credited against your U.S. federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

FATCA

Under the Foreign Account Tax Compliance Act (“FATCA”), withholding at a rate of 30% generally will be required in certain circumstances on payments of dividends in respect of shares of our Common Stock held by or through a “foreign financial institution” (as specifically defined for this purpose) that does

not qualify for an exemption from these rules, unless the institution (i) enters into, and complies with, an agreement with the IRS to undertake certain diligence and to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons and by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold 30% on certain payments, or (ii) if required under an intergovernmental agreement between the United States and an applicable foreign country, undertakes such diligence and reports such information to its local tax authority, which will exchange such information with the U.S. authorities. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury regulations or other guidance, may modify these requirements. Accordingly, the entity through which shares of our Common Stock are held will affect the determination of whether such withholding is required. Similarly, in certain circumstances, payments of dividends in respect of shares of our Common Stock held by or through a “non-financial foreign entity” (as specifically defined for this purpose) that does not qualify under certain exemptions generally will be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any “substantial United States owners” or (ii) provides certain information regarding the entity’s “substantial United States owners.”

Under current provisions of the Code, gross proceeds from a sale or other disposition of property that can produce U.S.-source dividends, such as our Common Stock, also can be subject to the FATCA withholding tax. Treasury regulations have been proposed, however, that would eliminate FATCA withholding tax on such gross proceeds from the sale or other disposition of our Common Stock after January 1, 2019. According to the preamble to such proposed Treasury regulations, taxpayers generally may rely on the proposed Treasury regulations until final Treasury regulations are issued (which regulations could be subject to change).

We will not pay any additional amounts to holders of shares of our Common Stock in respect of any amounts withheld under FATCA. Prospective holders should consult their tax advisors regarding the possible implications of the FATCA rules on their investment in shares of our Common Stock.

UNDERWRITING

Sysco Corporation and the underwriters for the offering named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain terms and conditions in the underwriting agreement, we have agreed to sell to the underwriters and each underwriter has severally, and not jointly, agreed to purchase from us the number of shares indicated in the following table. Goldman Sachs & Co. LLC, TD Securities (USA) LLC, BofA Securities, Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	4,444,444
TD Securities (USA) LLC	2,962,962
BofA Securities, Inc.	777,778
J.P. Morgan Securities LLC	777,778
Wells Fargo Securities, LLC	777,778
BNP Paribas Securities Corp.	489,198
BTIG, LLC	489,198
PNC Capital Markets LLC	489,198
Truist Securities, Inc.	489,198
Barclays Capital Inc.	154,321
Rabo Securities USA, Inc.	154,321
Scotia Capital (USA) Inc.	154,321
BMO Capital Markets Corp.	61,728
Lloyds Securities Inc.	61,728
Siebert Williams Shank & Co., LLC	61,728
Total	<u>12,345,679</u>

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option, exercisable for 30 days from the date of this prospectus supplement, to buy up to 1,851,851 additional shares of Common Stock to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above solely to cover overallotments. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

Shares sold by the underwriters to the public will initially be offered at the public offering price set forth on the cover of this prospectus supplement. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to \$1.458 per share from the public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The following table shows the per share and total underwriting discounts and commissions to be paid to the underwriters by Sysco Corporation. Such amounts are shown assuming both no exercise and full exercise of the underwriters' overallotment option to purchase up to 1,851,851 additional shares of Common Stock.

Paid by Sysco Corporation

	No Exercise	Full Exercise
Per Share	\$ 2.43	\$ 2.43
Total	\$29,999,999.97	\$34,499,997.90

We estimate that our total expenses of the offering, excluding the underwriting discounts, will be approximately \$2.6 million.

We have agreed that, for a period of 45 days after the date of this prospectus supplement, we will not (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to, any of our securities that are substantially similar to the Common Stock, including but not limited to any options or warrants to purchase shares of Common Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Common Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise (other than the securities to be sold hereunder or pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date hereof), without the prior written consent of Goldman Sachs & Co. LLC and TD Securities (USA) LLC.

Our directors and executive officers (such persons, the “lock-up parties”) have agreed that, for a period of 45 days after the date of this prospectus supplement (the “Lock-Up Period”), the lock-up parties may not (and may not cause any of their direct or indirect affiliates to), without the prior written consent of Goldman Sachs & Co. LLC and TD Securities (USA) LLC (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of any shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock (such shares of Common Stock, options, rights, warrants or other securities, collectively, “Lock-Up Securities”), including without limitation any such Lock-Up Securities now owned or hereafter acquired by the lock-up parties, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the lock-up party or someone other than the lock-up party), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a “Transfer”), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clause (i), (ii) or (iii) above.

Notwithstanding the foregoing, the lock-up parties may:

(a) transfer the lock-up parties’ Lock-Up Securities:

- (i) as one or more *bona fide* gifts or charitable contributions, or for *bona fide* estate planning purposes,
- (ii) upon death by will, testamentary document or intestate succession,
- (iii) if the lock-up party is a natural person, to any member of the lock-up party’s immediate family or other dependent (for purposes of the lock-up agreement, “immediate family” shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin) or to any trust for the direct or indirect benefit of the lock-up party or the immediate family of the lock-up party or, if the lock-up party is a trust, to a trustor or beneficiary of the trust or the estate of a beneficiary of such trust,
- (iv) to a partnership, limited liability company or other entity of which the lock-up party and the immediate family of the lock-up party are the legal and beneficial owner of all of the outstanding equity securities or similar interests,

- (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (a)(i) through (iv) above,
- (vi) (A) to another corporation, partnership, limited liability company or other business entity that is an affiliate (as defined in Rule 405 under the Securities Act of 1933, as amended) of the lock-up party, or to any investment fund or other entity which fund or entity is controlled or managed by the lock-up party or affiliates of the lock-up party, or (B) if the lock-up party is a corporation, partnership, limited liability company or other business entity, as part of a distribution by the lock-up party to its stockholders, partners, members or other equity holders or to the estate of any such stockholders, partners, members or other equity holders,
- (vii) by operation of law, such as pursuant to a qualified domestic relations order, divorce settlement, divorce decree or separation agreement,
- (viii) in connection with the death or disability of the lock-up party, or the termination of the lock-up party's employment or service relationship with us,
- (ix) in connection with a sale of the lock-up party's shares of Common Stock acquired (A) from the underwriters in this offering or (B) in open market transactions after the closing date of this offering,
- (x) to us in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise) that are scheduled to expire or automatically vest during the Lock-Up Period, including any transfer to us for the payment of tax withholdings or remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or other rights, or in connection with the conversion of convertible securities, in all such cases pursuant to equity awards granted under a stock incentive plan or other equity award plan, or pursuant to the terms of convertible securities, each as described in the registration statement, the preliminary prospectus relating to the shares included in the registration statement immediately prior to the time the underwriting agreement is executed and the prospectus, provided that any securities received upon such vesting, settlement, exercise or conversion shall be subject to the terms of the lock-up agreement,
- (xi) pursuant to a trading plan (a "10b5-1 Plan") established in accordance with Rule 10b5-1 under the Exchange Act; provided that (1) such plan was established and disclosed to the representatives prior to the execution of the lock-up agreement by the lock-up party, (2) the 10b5-1 Plan may not be amended during the Lock-Up Period, and (3) any filing under Section 16(a) of the Exchange Act that is made in connection with any such Transfer during the Lock-Up Period shall state that such Transfer has been executed under a 10b5-1 Plan and the date such plan was adopted,
- (xii) pursuant to an order of a court or regulatory agency (for purposes of the lock-up agreement, a "court or regulatory agency" means any domestic or foreign, federal, state or local government, including any political subdivision thereof, any governmental or quasi-governmental authority, department, agency or official, any court or administrative body, and any national securities exchange or similar self-regulatory body or organization, in each case of competent jurisdiction); provided that any filing under Section 16(a) of the Exchange Act in connection with such transfer shall indicate, to the extent permitted by such Section and the related rules and regulations, that such transfer is pursuant to an order of a court or regulatory agency,
- (xiii) solely to reflect a change in method of beneficial ownership by the lock-up party of Lock-Up Securities from direct through our transfer agent to indirect through a brokerage or similar account established for the benefit of the lock-up party or to reflect a transfer between brokerage accounts established for the benefit of the lock-up party, provided that, in each case, appropriate controls are imposed to provide reasonable assurance that the terms of the lock-up agreement are complied with, or

- (xiv) with the prior written consent of Goldman Sachs & Co. LLC and TD Securities (USA) LLC on behalf of the underwriters,

provided that,

- (A) in the case of clauses (a)(i), (ii), (iii), (iv), (v) and (vi) above, such transfer or distribution shall not involve a disposition for value, other than any transfer or distribution for which the transferor or distributor receives (x) equity interests of such transferee or (y) such transferee's interests in the transferor,
 - (B) in the case of clauses (a)(i), (ii), (iii), (iv), (v), (vi) and (vii) above, it shall be a condition to the transfer or distribution that the donee, devisee, transferee or distributee, as the case may be, shall sign and deliver a lock-up agreement in the form of the lock-up agreement,
 - (C) in the case of clauses (a)(ii), (iii), (iv), (v) and (vi) above, no filing by any party (including, without limitation, any donor, donee, devisee, transferor, transferee, distributor or distributee) under the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of Lock-Up Securities shall be required or shall be voluntarily made in connection with such transfer or distribution, and
 - (D) in the case of clauses (a)(i), (vii), (viii), (ix), (x), and (xii) above, no filing under the Exchange Act or other public filing, report or announcement shall be voluntarily made, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate in the footnotes thereto (A) the circumstances of such transfer or distribution and (B) in the case of a transfer or distribution pursuant to clauses (a)(i) or (vii) above, that the donee, devisee, transferee or distributee has agreed to be bound by a lock-up agreement in the form of the lock-up agreement;
- (b) enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the transfer, sale or other disposition of the lock-up party's Lock-Up Securities, if then permitted by us, provided that none of the securities subject to such plan may be transferred, sold or otherwise disposed of until after the expiration of the Lock-Up Period and no public announcement, report or filing under the Exchange Act, or any other public filing, report or announcement, shall be voluntarily made (whether by or on behalf of the lock-up party, us or any other party) regarding, or that otherwise discloses, the establishment of such plan during the Lock-Up Period, and if any such filing, report or announcement shall be legally required during the Lock-Up Period, such filing, report or announcement shall clearly indicate that none of the securities subject to such plan may be transferred, sold or otherwise disposed of pursuant to such plan until after the expiration of the Lock-Up Period; and
- (c) transfer the lock-up party's Lock-Up Securities pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by our Board of Directors and made to all holders of our capital stock involving a change of control; provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the lock-up party's Lock-Up Securities shall remain subject to the provisions of the lock-up agreement.

In connection with the offering, the underwriters may purchase and sell shares of Common Stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares of Common Stock than they are required to purchase in the offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the Common Stock while the offering is in progress.

The underwriters also may impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short-covering transactions.

These activities by the underwriters, as well as other purchases by the underwriters for their own accounts, may stabilize, maintain or otherwise affect the market price of the Common Stock. As a result,

the price of the Common Stock may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected on NYSE, in the over-the-counter market or otherwise.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. For example, Goldman Sachs & Co. LLC and TD Securities LLC are serving as financial advisors to us in connection with the JRD Acquisition Transactions. In addition, J.P. Morgan Securities LLC is serving as financial advisor to the major shareholders of Jetto Restaurant Depot in connection with the JRD Acquisition Transactions. Affiliates of certain of the underwriters are lenders under our credit facilities. The underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments including serving as counterparties to certain derivative and hedging arrangements, and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of Sysco Corporation (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with us. Any of the underwriters or their affiliates that have a lending relationship with us routinely hedge or may hedge their credit exposure to us consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the shares offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the shares offered hereby. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Affiliates of certain of the underwriters are dealers under our commercial paper programs and may hold commercial paper notes thereunder. If 5% or more of the net proceeds of this offering (not including the underwriting discount) is used to repay our outstanding commercial paper held by at least one of the underwriters or their affiliates, such underwriters are deemed to have a “conflict of interest” under FINRA Rule 5121. In such event, this offering will be made in compliance with the requirements of FINRA Rule 5121. Pursuant to that rule, the appointment of a “qualified independent underwriter” (as such term is defined in FINRA Rule 5121) is not necessary in connection with this offering. If there is a “conflict of interest” under FINRA Rule 5121, the underwriters who will be receiving such proceeds will not confirm sales of the shares of Common Stock to any account over which they exercise discretionary authority without the prior written approval of the customer.

European Economic Area

In relation to each Member State of the European Economic Area (each, a “Relevant Member State”), an offer to the public of any securities may not be made in that Relevant Member State prior to the publication of a prospectus in relation to the securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Regulation, except that an offer to the public in that Relevant Member State of any securities may be made at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a “qualified investor” as defined under the Prospectus Regulation;

- (b) to fewer than 150 natural or legal persons (other than “qualified investors” as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of securities shall result in a requirement for us or any of the underwriters to publish a prospectus pursuant to

Article 3 of the Prospectus Regulation or a supplemental prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any securities or to whom any offer is made will be deemed to have represented, warranted and agreed to and with each of the underwriters and us that it is a qualified investor within the meaning of Article 2 of the Prospectus Regulation.

In the case of any securities being offered to a financial intermediary as that term is used in Article 1(4) of the Prospectus Regulation, each financial intermediary will also be deemed to have represented, warranted and agreed that the securities acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any securities to the public, other than their offer or resale in a Relevant Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters has been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an “offer to the public” in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any securities to be offered so as to enable an investor to decide to purchase or subscribe for any securities, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

United Kingdom

This prospectus supplement has been prepared on the basis that the offering of the securities falls within one of the exceptions specified in Part 1 of Schedule 1 of the Public Offers and Admissions to Trading Regulations 2024 (the “POATRs”) and, accordingly, there will not be a prospectus prepared or published for the purposes of the POATRs. This prospectus supplement does not constitute a prospectus for the purposes of the POATRs.

An offer to the public of any shares may not be made in the United Kingdom, except that an offer to the public in the United Kingdom of any shares may be made at any time under the following exemptions:

- a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;
- b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the relevant underwriters nominated by us for any such offer; or
- c) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression an “offer to the public” in relation to any securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This prospectus supplement and the accompanying prospectus do not constitute a prospectus within the meaning of and have been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses

under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. No underwriter may publicly distribute or otherwise make publicly available in Switzerland this prospectus supplement, the accompanying prospectus or any other offering or marketing material relating to the shares.

Neither this prospectus supplement, the accompanying prospectus nor any other offering or marketing material relating to the offering, Sysco Corporation or the securities has been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus supplement and the accompanying prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority, and the offer of the securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the “CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the securities.

Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (“Companies (Winding Up and Miscellaneous Provisions) Ordinance”) or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“Securities and Futures Ordinance”), or (ii) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the securities may not be offered or sold, or made the subject of an invitation for subscription or purchase, nor may this prospectus supplement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the securities be circulated, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale

of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement and the accompanying prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("NI 33-105"), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

United Arab Emirates

The securities have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Abu Dhabi Global Market and the Dubai International Financial Centre) other than in compliance with the laws, regulations and rules of the United Arab Emirates, the Abu Dhabi Global Market and the Dubai International Financial Centre governing the issue, offering and sale of securities. Further, this prospectus supplement and the accompanying prospectus do not constitute a public offer of securities in the United Arab Emirates (including the Abu Dhabi Global Market and the Dubai International Financial Centre) and are not intended to be a public offer. This prospectus supplement and the accompanying prospectus have not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority, the Financial Services Regulatory Authority or the Dubai Financial Services Authority.

Taiwan

The securities have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China ("Taiwan"), pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in any manner which would constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or would otherwise require registration with or the approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice or otherwise intermediate the offering or sale of the securities in Taiwan.

LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed upon for us by Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, New York. Certain legal matters relating to this offering will be passed upon for the underwriters by Davis Polk & Wardwell LLP, New York, New York.

EXPERTS

Sysco Corporation

The consolidated financial statements of Sysco Corporation and its consolidated subsidiaries appearing in the 2026 Annual Report, and the effectiveness of Sysco Corporation and its consolidated subsidiaries' internal control over financial reporting as of June 27, 2026 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

Jetro Restaurant Depot

The audited historical financial statements of JRD Unico, Inc. and Affiliates incorporated in this prospectus supplement by reference to Sysco Corporation's Current Report on Form 8-K dated September 14, 2026 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent auditors, given on the authority of said firm as experts in auditing and accounting.

PROSPECTUS



SYSCO CORPORATION

COMMON STOCK
PREFERRED STOCK
DEBT SECURITIES

AND

GUARANTEES OF DEBT SECURITIES

SYSCO HOLDINGS CORPORATION

DEBT SECURITIES

This prospectus contains a general description of the securities which may be offered for sale by Sysco Corporation ("Sysco Corporation"), Sysco Holdings Corporation ("Sysco Holdings"), Sysco Corporation's directly and indirectly wholly-owned subsidiaries that are co-registrants under the registration statement of which this prospectus forms a part, or by the selling securityholders from time to time. The specific terms of the securities, including their offering prices, will be contained in one or more supplements to this prospectus.

Sysco Corporation may offer and issue from time to time at prices and on terms to be determined at or prior to the time of the offering, any combination of the securities described in this prospectus, including shares of common stock, preferred stock, shares of common stock upon conversion of preferred stock, and one or more series of debt securities. Such debt securities may be co-issued and/or guaranteed by one or more of Sysco Corporation's directly or indirectly wholly-owned subsidiaries.

Sysco Holdings may offer and issue from time to time at prices and on terms to be determined at or prior to the time of the offering, one or more series of debt securities described in this prospectus. Such debt securities may be co-issued and/or guaranteed by Sysco Corporation and/or one or more of Sysco Corporation's directly or indirectly wholly-owned subsidiaries.

Additionally, Sysco Holdings and Sysco Corporation may jointly offer and issue from time to time at prices and on terms to be determined at or prior to the time of the offering, one or more series of debt securities described in this prospectus. Such debt securities may be guaranteed by one or more of Sysco Corporation's directly or indirectly wholly-owned subsidiaries.

As used in this prospectus, unless otherwise specified the "Issuer" refers to (a) Sysco Corporation (or, following the Sysco Merger (as defined herein), Sysco Holdings), as the issuer of common stock, preferred stock and shares of common stock upon conversion of preferred stock and as the sole issuer of debt securities, (b) Sysco Holdings, as the sole issuer of debt securities or (c) Sysco Corporation and Sysco Holdings, as co-issuers of debt securities, in each case as specified in the applicable prospectus supplement. Sysco Corporation owns 100% of the common stock of Sysco Holdings. Upon completion of the JRD Acquisition Transactions (as defined herein), Sysco Holdings will own 100% of the common stock of Sysco Corporation. For more information, see "The JRD Acquisition Transactions."

This prospectus provides you with a general description of the securities that may be offered. Each time the Issuer or selling securityholders offer securities, the Issuer will provide one or more supplements to this prospectus that will contain additional information about the specific offering, the prices and the terms of the securities being offered. You should read this prospectus and the related prospectus supplement carefully before you invest in the Issuer's securities. **No person may use this prospectus to offer or sell the securities unless a prospectus supplement accompanies this prospectus.**

The prospectus supplement will also set forth the name of and compensation to each dealer, underwriter or agent, if any, involved in the sale of any securities. The Issuer will also name the managing underwriters with respect to each series sold to or through underwriters in the applicable prospectus supplement.

Investing in our securities involves risks. See "Risk Factors" on page 7 of this prospectus, in the 2026 Annual Report (as defined herein), and any similar section contained in the applicable prospectus supplement, and in any documents incorporated by reference herein or therein, for factors you should consider before investing in the securities.

Neither the Securities and Exchange Commission (the "SEC" or "Commission") nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The Issuer or the selling securityholders may offer securities through dealers, underwriters or agents designated from time to time, as set forth in the applicable prospectus supplement. The net proceeds from any offering will be the purchase price minus the following: the discount, if the securities are offered through an underwriter; the commission, if the securities are offered through an agent; and other expenses attributable to issuance and distribution. The Issuer or the selling securityholders may also sell securities directly to investors on their own behalf. In the case of sales made directly, no commission will be payable. See "Plan of Distribution" in this prospectus for possible indemnification arrangements with dealers, underwriters and agents, and for general information about the distribution of securities offered. Sysco Corporation's common stock is listed on The New York Stock Exchange (the "NYSE") under the trading symbol "SYY," and, upon completion of the JRD Acquisition Transactions, Sysco Holdings common stock is expected to be listed and traded on the NYSE under the trading symbol "SYY." Each prospectus supplement will indicate if the securities offered thereby will be listed on any securities exchange.

The date of this prospectus is September 14, 2026.

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ABOUT THIS PROSPECTUS

As used in this prospectus, unless otherwise specified: (i) the “guarantors” refers to Sysco Corporation (other than with respect to any series of debt securities for which Sysco Corporation is acting as an Issuer) and/or one or more subsidiaries of Sysco Corporation, in each case as specified in the applicable prospectus supplement as a guarantor of a particular series of debt securities, and “guarantor” refers to any of them individually; and (ii) the terms “we,” “us,” and “our” refer to Sysco Corporation individually and collectively with Sysco Holdings and Sysco Corporation’s other consolidated subsidiaries prior to the completion of the JRD Acquisition Transactions, and, following the completion of the JRD Acquisition Transactions, will refer to Sysco Holdings individually and collectively with its consolidated subsidiaries, including Sysco Corporation.

This prospectus is part of a registration statement that the registrants have filed with the SEC using a “shelf” registration process. Using this process, the Issuer may offer any combination of the securities this prospectus describes in one or more offerings. In addition, the selling securityholders may offer and sell shares of common stock from time to time. Information about selling securityholders, where applicable, will be set forth in a prospectus supplement, in a post-effective amendment or in filings we will make with the SEC which will be incorporated into this prospectus by reference. This prospectus provides you with a general description of the securities the Issuer may offer and the shares of common stock the selling securityholders may sell. Each time we or the selling securityholders offer securities, the Issuer or the selling securityholders, as applicable, will provide you with a prospectus supplement and, if applicable, a pricing supplement that will describe the specific amounts, prices and terms of the securities being offered. The Issuer may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to such offering. The prospectus supplement, any free writing prospectus and any pricing supplement may also add to, update or change the information contained in this prospectus or in the documents that we have incorporated by reference into this prospectus. Please carefully read this prospectus, the prospectus supplement, any free writing prospectus and any pricing supplement, in addition to the information contained in the documents we refer to under the heading “Where You Can Find More Information.”

No dealer, salesperson or any other person has been authorized to give any information or to make any representations other than those contained or incorporated by reference in this prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by Sysco Corporation, Sysco Holdings or any underwriter, dealer or agent. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in our affairs since the date hereof. You should not assume that the information in this prospectus, any supplement to this prospectus or any document incorporated by reference is accurate at any date other than the date of the document in which such information is contained or such other date referred to in that document, regardless of the time of any sale or issuance of a security. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy securities by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus is part of a registration statement that the registrants filed with the SEC. This prospectus does not contain all of the information set forth in the registration statement and the exhibits to the registration statement. For further information with respect to the registrants and the securities offered under this prospectus, the registrants refer you to the registration statement and the exhibits and schedules filed as a part of the registration statement. Neither the registrants nor any agent, underwriter or dealer has authorized any person to provide you with different information. The registrants are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus is accurate as of any date other than the date on the front page of this prospectus, regardless of the time of delivery of this prospectus or any sale of the securities offered by this prospectus.

Sysco Corporation files annual, quarterly and current reports, proxy statements and other information with the SEC. Sysco Corporation's SEC filings made via the EDGAR system, including periodic and current reports, proxy statements, and other information regarding Sysco Corporation are also available to the public at the SEC's website at <https://www.sec.gov>, and on Sysco Corporation's website, <https://www.sysco.com>. The information contained in, or that can be accessed through, the SEC's website and our website is not incorporated in, and is not part of, this prospectus.

Following the consummation of the JRD Acquisition Transactions, Sysco Holdings will file annual, quarterly and current reports, proxy statements and other information with the SEC. Sysco Holdings' SEC filings that will be made via the EDGAR system, including periodic and current reports, proxy statements, and other information regarding Sysco Holdings will also be available to the public at the SEC's website at <https://www.sec.gov>, and on Sysco Corporation's website, <https://www.sysco.com>. The information contained in, or that can be accessed through, the SEC's website and our website is not incorporated in, and is not part of, this prospectus.

INCORPORATION BY REFERENCE

The SEC allows Sysco Corporation and Sysco Holdings to “incorporate by reference” information they file with the SEC, which means that Sysco Corporation and Sysco Holdings can disclose important information to you by referring you to those documents filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and later information that they file with the SEC will automatically update and supersede information contained in this prospectus.

Each of Sysco Corporation and Sysco Holdings incorporates by reference the following documents filed with the SEC by each of Sysco Corporation and Sysco Holdings and any future filings each of Sysco Corporation and Sysco Holdings makes with the SEC after the date of this prospectus under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), but neither Sysco Corporation nor Sysco Holdings is incorporating by reference any documents or portions thereof, whether specifically listed below or filed in the future, that are not deemed “filed” with the SEC (including any furnished information, any Sysco Corporation Compensation and Leadership Development Committee report and performance graph or information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Form 8-K), unless otherwise specified.

Sysco Corporation

- [Sysco Corporation’s Annual Report on Form 10-K for the fiscal year ended June 27, 2026 filed with the SEC on August 21, 2026 \(the “2026 Annual Report”\).](#)
- Sysco Corporation’s Current Reports on Form 8-K filed with the SEC on [July 2, 2026](#), [August 20, 2026](#) (Item 5.02 only), [September 4, 2026](#) and [September 14, 2026](#).
- The portions of Sysco Corporation’s [Definitive Proxy Statement on Schedule 14A for the 2025 annual meeting of stockholders filed with the SEC on October 2, 2025](#) that are incorporated by reference into Part III of the [Form 10-K for the year ended June 28, 2025 filed with the SEC on August 22, 2025](#).

Sysco Holdings

- [Sysco Holdings’ Current Report on Form 8-K filed on July 28, 2026](#).

Any statement contained or incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein, or in any subsequently filed document which also is incorporated by reference herein, modifies or supersedes such earlier statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may obtain a copy of these filings, excluding all exhibits, unless we have specifically incorporated by reference an exhibit in this prospectus or in a document incorporated by reference herein, at no cost, by writing or telephoning:

Sysco Corporation
Sysco Holdings Corporation
Investor Relations
1390 Enclave Parkway
Houston, Texas 77077-2099
Telephone: (281) 584-2615

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made in this prospectus that look forward in time or express management's expectations or beliefs with respect to the occurrence of future events are forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," "projected," "continues," "continuously," variations of such terms, and similar terms and phrases denoting anticipated or expected occurrences or results. Examples of forward-looking statements include, but are not limited to, statements about:

- the expected timing and completion of the JRD Acquisition Transactions;
- the anticipated benefits of the JRD Acquisition Transactions, including estimated synergies, and plans and expectations for the combined company after completion of the JRD Acquisition Transactions;
- our future financial performance and results;
- our business strategy, plans, goals and objectives, including certain outlook, business trends, our dividend and share repurchase programs, our expectation of future macroeconomic conditions; and
- other statements that are not historical facts.

These statements are based on management's current expectations and estimates. Actual results may differ materially due in part to the risk factors within Part I, Item 1A of the 2026 Annual Report and in Sysco Corporation's subsequent Quarterly Reports on Form 10-Q, the risk factors described under the caption "Risk Factors" on page 7 of this prospectus, and the risk factors set forth below:

- the risk that if sales from our locally managed customers do not grow at the same rate as sales from multi-unit customers, our gross margins may decline;
- the risk of periods of significant or prolonged inflation, deflation, or economic uncertainty and their impact on our product costs and profitability generally, and our inability to predict inflation over the long term;
- the risk that our efforts to modify truck routing, including our small truck initiative, in order to reduce outbound transportation costs may be unsuccessful;
- the risk that we may not realize anticipated benefits from our operating cost reduction efforts, including our ability to accelerate and/or identify additional cost savings;
- risks related to geopolitical, economic and market conditions and developments, including unfavorable conditions in the Americas and Europe, and changes in global trade policies, tariffs, and similar foreign conflicts, foreign exchange rates and the impact on our business, results of operations and financial condition;
- the risks related to our efforts to implement our business transformation initiatives and meet our other long-term strategic objectives, including the risk that these efforts may not provide the expected benefits in our anticipated timeframe, if at all, and may prove costlier than expected;
- the risk that competition in our industry and the impact of group purchasing organizations may adversely impact our margins and our ability to retain customers and make it difficult for us to maintain our market share, growth rate and profitability;
- the risk that our relationships with long-term customers may be materially diminished or terminated;
- the risk that changes in consumer eating habits, including economic factors affecting consumer confidence and discretionary spending and the impact of advancements in pharmaceutical therapies, which may reduce the consumption of food prepared away from home, could materially and adversely affect our business, financial condition, or results of operations;

- the impact and effects of public health crises, pandemics, epidemics, and natural disasters or adverse weather conditions on our business, financial condition and results of operations;
- the risk that we may not be able to fully compensate for increases in fuel costs, and fuel hedging arrangements intended to contain fuel costs could result in above market fuel costs;
- the risk of interruption of supplies and increase in product costs as a result of conditions beyond our control;
- the potential impact on our reputation and earnings of adverse publicity or lack of confidence in our products;
- difficulties in successfully expanding into international markets and complementary lines of business;
- the potential impact of product liability claims or product recalls;
- the risk that we fail to comply with requirements imposed by applicable law or government regulations, including but not limited to those related to environmental, data privacy and tax and accounting laws, rules and regulations;
- risks related to our ability to effectively finance and integrate acquired businesses;
- risks related to our access to borrowed funds in order to grow and finance the JRD Acquisition Transactions and risks related to any default by us under our indebtedness that could have a material adverse impact on cash flow and liquidity;
- the risk that our level of indebtedness and the terms of our indebtedness could adversely affect our business and liquidity position;
- the risk that we may not be able to effectively execute our capital allocation framework;
- the risk that divestiture of one or more of our businesses may not provide the anticipated effects on our operations;
- risks related to our ability to return capital to stockholders, including those related to the timing and amounts (including any plans or commitments in respect thereof) of any dividends and share repurchases;
- the risk that due to our reliance on technology, any technology disruption or delay in implementing new technology, including artificial intelligence (AI), could have a material negative impact on our business;
- the risk of negative impacts to our business and our relationships with customers from a cybersecurity incident and/or other technology disruptions, including risks from flaws, breaches, or malfunctions in AI systems that could lead to operational disruptions, data loss, or erroneous decision-making;
- risks related to our ability to attract, motivate and retain employees, including key personnel;
- risks related to labor issues, including the renegotiation of union contracts and shortage of qualified labor;
- the risk that the exclusive forum provisions in our amended and restated bylaws could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees;
- risks related to business uncertainties and contractual restrictions affecting us and Jetro Restaurant Depot while the JRD Acquisition Transactions are pending, including effects on employees, customers, suppliers, and other business relationships;
- the risk that the JRD Acquisition Transactions are not consummated as expected, in a timely manner or at all;
- the risk that any of the anticipated benefits of the JRD Acquisition Transactions will not be realized or will not be realized within the expected time period;
- risks relating to the integration of Jetro Restaurant Depot;

- the occurrence of any event, change or other circumstance that could give rise to the right of Sysco Corporation, Holder Representative (as defined herein) or both to terminate the merger agreement;
- the risk that regulatory clearances for the JRD Acquisition Transactions may not be obtained, or other closing conditions may not be satisfied, in a timely manner or at all, as well as the risk that regulatory clearances are obtained subject to conditions that are not anticipated;
- the risk of other delays in closing the JRD Acquisition Transactions;
- risks related to business disruptions from the JRD Acquisition Transactions that may harm the business or current plans and operations of Sysco Corporation, Sysco Holdings and Jetro Restaurant Depot, including the diversion of management's time from ongoing business operations;
- the risk that we may be unable to obtain or maintain favorable credit ratings, and that changes in credit ratings following the JRD Acquisition Transactions could adversely affect our access to the capital markets;
- the outcome and costs of any legal proceedings that may be instituted against Sysco Holdings, Jetro Restaurant Depot, Sysco Corporation or their respective directors in connection with the JRD Acquisition Transactions;
- the risk that the JRD Acquisition Transactions could have an adverse effect on the market price of Sysco Corporation common stock;
- the risk that the JRD Acquisition Transactions may be more expensive to complete than anticipated, including as a result of unexpected factors or events, or unforeseen or unknown liabilities;
- the risk that the announcement or consummation of the JRD Acquisition Transactions could have an adverse effect on the ability of Sysco Corporation or Jetro Restaurant Depot to retain and hire key personnel or maintain business, contractual or operational relationships;
- the risk that the market price of our common stock may be volatile and may be affected by factors different from, or in addition to, those that historically have affected or currently affect the market price of our common stock;
- the risk that the completion of the JRD Acquisition Transactions may trigger change of control or other provisions in certain agreements to which Jetro Restaurant Depot is a party, which could have adverse consequences;
- the risk that the unaudited pro forma financial information incorporated by reference in this prospectus may not be indicative of what our actual financial position or results of operations would have been, and our actual results following the JRD Acquisition Transactions may differ materially;
- the risk that, if the merger agreement is terminated, Sysco Corporation may be required to pay a termination fee, and the negative impact on the stock price and business of Sysco Corporation that may result from such termination and the payment of such termination fee;
- the risk that Jetro Restaurant Depot is a privately held company and limited publicly available information exists about its business, financial condition and results of operations, and that the due diligence review of Jetro Restaurant Depot may not have identified all material issues relating to Jetro Restaurant Depot;
- other factors that may affect the future results of Sysco Holdings, Sysco Corporation and Jetro Restaurant Depot; and
- management's response to any of the aforementioned factors.

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements included in this prospectus and the documents incorporated by reference herein. These risks and uncertainties, as well as other risks of which we are not aware or which we currently do not believe to be material, may cause our actual future results to be materially different than those expressed in our forward-looking statements. We caution you not to place undue reliance on these forward-looking statements. You should be aware that the occurrence of any of the events described in these risk factors and

elsewhere in this prospectus, including the documents incorporated by reference herein, could have a material adverse effect on our business, financial condition and results of operations. Except as required by law, we assume no obligation to update publicly any forward-looking statements, whether as a result of new information, future events, or otherwise.

SYSCO CORPORATION

Sysco Corporation, acting through its subsidiaries and divisions, is the largest global distributor of food and related products primarily to the foodservice or food-away-from-home industry. Our purpose is “Connecting the World to Share Food and Care for One Another.” We provided products and related services to approximately 670,000 customer locations, including restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers during fiscal 2026.

Founded in 1969, Sysco Corporation commenced operations as a public company in March 1970 when the stockholders of nine companies exchanged their stock for Sysco Corporation common stock. Since our formation, we have grown from \$115 million to our all-time high of \$84.6 billion in annual sales in fiscal 2026, both through internal expansion of existing operations and acquisitions.

We distribute food and related products to restaurants, healthcare and educational facilities, lodging establishments and other foodservice customers. Our primary operations are located in North America and Europe. Under the accounting provisions related to disclosures about segments of an enterprise, we have combined certain operations into three reportable segments. “Other” financial information is attributable to our other operations that do not meet the quantitative disclosure thresholds.

- *U.S. Foodservice Operations* — primarily includes (a) our U.S. Broadline operations, which distribute a full line of food products, including custom-cut meat, seafood, produce, specialty Italian, specialty imports and a wide variety of non-food products and (b) our U.S. Specialty operations, which include our FreshPoint fresh produce distribution business, our Buckhead | Newport Meat & Seafood specialty protein operations, our growing Italian Specialty platform anchored by Greco & Sons, Inc., our Edward Don restaurant equipment and supplies distribution business, our Asian specialty distribution company and a number of other small specialty businesses that are not material to the operations of Sysco Corporation;
- *International Foodservice Operations* — includes operations outside of the United States (U.S.), which distribute a full line of food products and a wide variety of non-food products. The Americas primarily consists of operations in Canada, Bahamas, Costa Rica and Panama, as well as our export operations that distribute to international customers. Our European operations primarily consist of operations in the United Kingdom (U.K.), France, Ireland and Sweden;
- *SYGMA* — our U.S. customized distribution operations serving quick-service chain restaurant customer locations; and
- *Other* — primarily our hotel supply operations, Guest Worldwide.

Foodservice operating sites distribute a full line of food products and a wide variety of non-food products to both independent and chain restaurant customers, hospitals, schools, hotels, industrial caterers and other venues where foodservice products are served. SYGMA operating sites distribute a full line of food products and a wide variety of non-food products to certain chain restaurant customer locations.

Sysco Corporation’s customers in the foodservice industry include restaurants, hospitals and skilled nursing facilities, schools and colleges, hotels and motels, industrial caterers and other similar venues where foodservice products are served.

The products we distribute include:

- frozen foods, such as meats, seafood, fully prepared entrées, fruits, vegetables and desserts;
- canned and dry foods;
- fresh meats and seafood;
- dairy products;
- beverage products;
- imported specialties; and
- fresh produce.

We also supply a wide variety of non-food items, including:

- paper products such as disposable napkins, plates and cups;
- tableware such as glassware and silverware;
- cookware such as pots, pans and utensils;
- restaurant and kitchen equipment and supplies; and
- cleaning supplies.

Our 333 distribution centers, which we refer to as operating sites, distribute branded merchandise, as well as products packaged under our private brands. Products packaged under our private brands have been manufactured for Sysco Corporation according to specifications that have been developed by our quality assurance team. In addition, our quality assurance team certifies the manufacturing and processing plants where these products are packaged, enforces our quality control standards and identifies supply sources that satisfy our requirements.

Sysco Corporation is organized under the laws of Delaware. The address and telephone number of Sysco Corporation's executive offices are 1390 Enclave Parkway, Houston, Texas 77077-2099. Sysco Corporation's telephone number is (281) 584-1390. Sysco Corporation's common stock is listed on the NYSE under the trading symbol "SYY."

SYSCO HOLDINGS

Sysco Holdings is a Delaware corporation and currently a wholly-owned subsidiary of Sysco Corporation, formed solely for the purpose of effectuating the JRD Acquisition Transactions. It has not carried on any activities or operations to date, except for those activities incidental to its formation and undertaken in connection with the JRD Acquisition Transactions. As a result of the JRD Acquisition Transactions, Sysco Corporation, JRD (as defined herein), and Warehouse Realty (as defined herein) will become direct, wholly-owned subsidiaries of Sysco Holdings. Upon completion of the JRD Acquisition Transactions, former holders of Sysco Corporation common stock and former equityholders of Jetro Restaurant Depot will own shares of Sysco Holdings, which are expected to be listed for trading on the NYSE. The address and telephone number of the principal executive offices of Sysco Holdings are 1390 Enclave Parkway, Houston, Texas 77077-2099 and (281) 584-1390.

THE JRD ACQUISITION TRANSACTIONS

General

On March 30, 2026, Sysco Corporation, Sysco Holdings, Slider Merger Sub 1, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 1”), Slider Merger Sub 2, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 2”), Slider Merger Sub 3, LLC, a Delaware limited liability company and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 3,” and collectively with Merger Sub 1 and Merger Sub 2, the “merger subs”), JRD Unico, Inc., a Delaware corporation (“JRD”), Warehouse Realty, LLC, a Delaware limited liability company (“Warehouse Realty,” and together with JRD, known as “Jetro Restaurant Depot”), and a holder representative (a “Holder Representative”) entered into the merger agreement (as amended, modified or supplemented, the “merger agreement”). The merger agreement contains the terms and conditions of the proposed acquisition of Jetro Restaurant Depot by Sysco Corporation. Under the merger agreement, subject to satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of the conditions to the JRD Acquisition Transactions set forth in the merger agreement, (a) Merger Sub 1 will merge with and into Sysco Corporation, with Sysco Corporation continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the “Sysco Merger”), (b) immediately following the Sysco Merger, Merger Sub 2 will merge with and into JRD, with JRD continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the “JRD Merger”), and (c) immediately following the JRD Merger, Merger Sub 3 will merge with and into Warehouse Realty, with Warehouse Realty continuing as the surviving entity and a direct, wholly-owned subsidiary of Sysco Holdings (the “Warehouse Realty Merger” and, together with the Sysco Merger and the JRD Merger, the “mergers” and, collectively with the other transactions contemplated by the merger agreement, the “JRD Acquisition Transactions”).

Merger Consideration

Upon completion of the Sysco Merger, each share of Sysco Corporation common stock (other than cancelled shares) will be converted into one share of Sysco Holdings common stock. Upon completion of the JRD Merger and the Warehouse Realty Merger, equityholders of Jetro Restaurant Depot will receive, in the aggregate, (a) a cash payment of \$21.6 billion, subject to customary adjustments, and (b) 91.5 million shares of Sysco Holdings common stock. As of the date hereof, based on the estimated number of shares of Sysco Corporation common stock and estimated equity interests of JRD and Warehouse Realty that are expected to be outstanding immediately prior to the JRD Acquisition Transactions, it is expected that Sysco Corporation stockholders as of immediately prior to the closing of the JRD Acquisition Transactions will hold approximately 84%, and former equityholders of Jetro Restaurant Depot as of immediately prior to the closing of the JRD Acquisition Transactions will hold approximately 16%, of the shares of Sysco Holdings common stock outstanding immediately after the closing of the JRD Acquisition Transactions. Upon completion of the JRD Acquisition Transactions, shares of Sysco Holdings are expected to be listed for trading on the NYSE.

Stockholders Agreement

Concurrently with entering into the merger agreement, Sysco Holdings entered into the stockholders agreement, dated as of March 30, 2026, with the majority stockholder of Jetro Restaurant Depot, certain funds affiliated with Leonard Green & Partners, L.P., Platinum Falcon B 2018 RSC Limited and certain other parties thereto, in each case, that will receive shares of Sysco Holdings common stock in the applicable mergers. The stockholders agreement sets forth certain governance arrangements and contains various provisions relating to, among other things, representation on Sysco Holdings’ board of directors, the acquisition of additional equity interests in Sysco Holdings, transfer restrictions, voting arrangements, non-competition, non-solicitation, and non-disparagement and registration rights.

Regulatory Clearance Required for the JRD Acquisition Transactions

The mergers are subject to the requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “HSR Act”), which provide

that certain transactions may not be completed until notification and report forms are furnished to the Antitrust Division of the U.S. Department of Justice and the U.S. Federal Trade Commission (“FTC”) and the HSR Act waiting period is terminated or expires. On April 27, 2026, Sysco Corporation and Jetro Restaurant Depot each filed their respective requisite notification and report forms under the HSR Act. On May 27, 2026, Sysco Corporation and Jetro Restaurant Depot each received a request for additional information and documentary material, often referred to as a “second request,” from the FTC under the HSR Act. Issuance of the second request extends the HSR Act waiting period until 30 days after Sysco Corporation and Jetro Restaurant Depot have substantially complied with the second requests, unless that period is earlier terminated by the FTC.

Conditions for Completion of the JRD Acquisition Transactions

In addition to the expiration or termination of any applicable waiting period under the HSR Act related to the JRD Acquisition Transactions, each party’s obligation to complete the JRD Acquisition Transactions is also subject to the satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of other conditions, including: the absence of any law or injunction adopted, promulgated or entered after the date of the merger agreement by any governmental authority of competent jurisdiction in the United States that prohibits the consummation of the JRD Acquisition Transactions, the Registration Statement on Form S-4 for the registration of Sysco Holdings’ common stock to be issued to Sysco Corporation stockholders in connection with the Sysco Merger being declared effective by the SEC (which has been satisfied), the authorization for listing on the NYSE, subject to official notice of issuance, of the shares of Sysco Holdings common stock that will be issued as the JRD stock consideration pursuant to the merger agreement, with respect to each party, the accuracy of the other party’s representations and warranties, subject to specified materiality qualifications, and performance and compliance, in all material respects, by the other party with its covenants in the merger agreement required to be performed and complied with such party at or prior to the closing of the JRD Acquisition Transactions, and the receipt by each party of a customary tax opinion with respect to the JRD Acquisition Transactions.

Termination

The merger agreement may be terminated prior to the closing date upon mutual written consent of Jetro Restaurant Depot, Holder Representative and Sysco Corporation. In addition, either Sysco Corporation or Holder Representative may terminate the merger agreement prior to the closing date:

- if the closing of the JRD Acquisition Transactions does not occur on or before September 30, 2027 (as may be extended, the “Termination Date”), with one automatic extension of such date until March 30, 2028 if all conditions to closing other than the conditions relating to receipt of required regulatory clearances have been satisfied or (to the extent permitted by law) waived, or are capable of being satisfied at such time (this termination right is not available to a party whose breach in any material respect of its obligations under the merger agreement principally caused the failure of closing of the JRD Acquisition Transactions to occur on or before the Termination Date);
- if the other party breaches its representations or warranties or there is any inaccuracy in its representations or warranties, or the other party breaches or fails to perform its covenants or other agreements contained in the merger agreement, which breach, inaccuracy or failure to perform (A) would result in the failure of the related conditions to such party’s obligations to close the JRD Acquisition Transactions to be satisfied, and (B) is not cured, or is incapable of being cured, by the other party prior to the earlier of (x) the Termination Date and (y) forty-five calendar days after the other party’s receipt of written notice from the terminating party of such breach, inaccuracy or failure (this termination right is not available to a party if that party is then in breach of any representation, warranty, covenant or obligation under the merger agreement that would result in the failure of certain specified conditions); or
- if any court (or U.S. federal governmental authority) of competent jurisdiction in the United States issued an order that has become final and non-appealable that has the effect of permanently restraining, enjoining or otherwise prohibiting the JRD Acquisition Transactions (this termination right is not available to a party if that party has breached in any material respect its obligations under the merger

agreement in any manner that has been the primary cause of such order being issued and becoming final and non-appealable).

If the merger agreement is terminated by either Sysco Corporation or Holder Representative as a result of failure to obtain the required regulatory clearances or because the JRD Acquisition Transactions are not consummated by the Termination Date, Sysco Corporation will pay to Holder Representative a termination fee of \$1.164 billion. The termination fee is payable prior to or concurrently with the termination, if terminated by Sysco Corporation, or within two business days of Holder Representative's termination, provided that, with respect to a termination for failure to consummate the JRD Acquisition Transactions by the Termination Date, all of the conditions to closing other than those relating to the required regulatory clearances (other than certain conditions which by their nature may only be satisfied at the closing) are satisfied.

Combined Company Governance Matters

Effective upon the closing of the Sysco Merger, Sysco Holdings will adopt the amended and restated certificate of incorporation and the amended and restated bylaws of Sysco Holdings in the same form as Sysco Corporation's certificate of incorporation and bylaws in effect as of immediately prior to the closing.

The merger agreement and the forms of Sysco Holdings amended and restated certificate of incorporation and amended and restated bylaws contain certain provisions relating to the governance of Sysco Holdings following completion of the JRD Acquisition Transactions, which generally reflect the continuation of the governance arrangements of the Sysco Corporation charter and bylaws currently in effect.

Pursuant to the merger agreement, the directors of Sysco Corporation and the officers of Sysco Corporation in office immediately prior to the effective time of the Sysco Merger will be the directors and officers of Sysco Holdings immediately following the Sysco Merger. Pursuant to the stockholders agreement, on or prior to the closing date of the JRD Acquisition Transactions, Sysco Holdings' board of directors will take all actions necessary and appropriate to cause the number of directors on the board of Sysco Holdings to be increased by two and appoint Sir Bradley Fried and Stanley Fleishman to serve as directors of Sysco Holdings' board of directors.

RISK FACTORS

Investing in our securities involves risks. You should consider carefully the risk factors identified in Part I, Item 1A “Risk Factors” of the 2026 Annual Report, as well as any risk factors we may describe in any subsequent periodic reports or information that Sysco Corporation or Sysco Holdings files with the SEC, or in any prospectus supplement, before making an investment in the offered securities.

USE OF PROCEEDS

Unless otherwise set forth in the applicable prospectus supplement, the net proceeds from the sale of the securities will be used for general corporate purposes, which may include, among other things, additions to working capital, capital expenditures, acquisitions, investments, redemption or repurchase of securities, payment or prepayment of pension liabilities, and repayment of outstanding indebtedness.

The Issuer will not receive any proceeds from the resale of shares of its common stock by selling securityholders under this prospectus or any prospectus supplement.

DESCRIPTION OF COMMON STOCK

As used in this section, the terms “we,” “us,” and “our” refer to Sysco Corporation only.

We may issue, from time to time, shares of our common stock, the general terms and provisions of which are summarized below. This summary does not purport to be complete and is subject to, and is qualified in its entirety by express reference to, the provisions of our restated certificate of incorporation, bylaws and the applicable prospectus supplement.

Authorized Shares

Under our certificate of incorporation, we have the authority to issue an aggregate of 2,000,000,000 shares of common stock. As of September 9, 2026, 479,568,281 shares of our common stock were issued and outstanding and 33,878,051 additional shares of our common stock were reserved for issuance pursuant to our equity compensation plans. We have also granted options, restricted stock units and performance share units representing the right to purchase or receive shares of our common stock under previous equity incentive plans, which derivative securities remain outstanding.

Dividends

Subject to the rights of the holders of any preferred stock that may be outstanding, each holder of common stock is entitled to receive any dividends our board of directors declares out of funds legally available to pay dividends. The payment of dividends on the common stock will be a business decision to be made by our board of directors from time to time based upon results of our operations and our financial condition and any other factors as our board of directors considers relevant.

Voting Rights

Each holder of common stock is entitled to one vote per share, and is entitled to vote on all matters presented to a vote of stockholders, including the election of directors. Holders of common stock have no cumulative voting rights. As a result, under the Delaware General Corporation Law (the “DGCL”), the holders of more than one-half of the outstanding shares of common stock generally will be able to elect all of our directors then standing for election and holders of the remaining shares will not be able to elect any director, subject to any voting rights held by holders of our preferred stock.

Liquidation Rights

If we liquidate our business, holders of common stock are entitled to share equally in any distribution of our assets after we pay our liabilities and the liquidation preference of any outstanding preferred stock.

Absence of Other Rights

Holders of common stock have no preemptive rights to purchase or subscribe for any stock or other securities. In addition, there are no conversion rights or redemption or sinking fund provisions.

Miscellaneous

All shares of common stock being offered by the applicable prospectus supplement will, when issued and paid for, be fully paid and non-assessable. Our certificate of incorporation contains no restrictions on the alienability of the common stock. Our common stock is traded on the NYSE under the symbol “SY.”

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Broadridge Corporate Issuer Solutions, LLC.

Certain Anti-Takeover Effects

General. Certain provisions of our certificate of incorporation, our bylaws and the DGCL could make it more difficult to consummate an acquisition of control of us by means of a tender offer, a proxy

fight, open market purchases or otherwise in a transaction not approved by our board of directors, regardless of whether our stockholders support the transaction. The summary of the provisions set forth below does not purport to be complete and is qualified in its entirety by reference to our certificate of incorporation, our bylaws and the DGCL.

Business Combinations. Section 203 of the DGCL restricts a wide range of transactions (“business combinations”) between a corporation and an interested stockholder. An “interested stockholder” is, generally, any person who beneficially owns, directly or indirectly, 15% or more of the corporation’s outstanding voting stock. Business combinations are broadly defined to include (i) mergers or consolidations with, (ii) sales or other dispositions of more than 10% of the corporation’s assets to, (iii) certain transactions resulting in the issuance or transfer of any stock of the corporation or any subsidiary to, (iv) certain transactions resulting in an increase in the proportionate share of stock of the corporation or any subsidiary owned by, or (v) receipt of the benefit (other than proportionately as a stockholder) of any loans, advances or other financial benefits by, an interested stockholder. Section 203 provides that an interested stockholder may not engage in a business combination with the corporation for a period of three years from the time of becoming an interested stockholder unless (a) the board of directors approved either the business combination or the transaction which resulted in the person becoming an interested stockholder prior to the time that person became an interested stockholder; (b) upon consummation of the transaction which resulted in the person becoming an interested stockholder, that person owned at least 85% of the corporation’s voting stock (excluding, for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, shares owned by persons who are directors and also officers and shares owned by certain employee stock plans); or (c) the business combination is approved by the board of directors and authorized by the affirmative vote of at least 66⅔% of the outstanding voting stock not owned by the interested stockholder. The restrictions on business combinations with interested stockholders contained in Section 203 of the DGCL do not apply to a corporation whose certificate of incorporation or bylaws contains a provision expressly electing not to be governed by the statute; however, neither our certificate of incorporation nor our bylaws contains a provision electing to “opt-out” of Section 203.

Supermajority Requirement for Business Combinations. In addition to the requirements of Section 203 of the DGCL, our certificate of incorporation provides that the affirmative vote of 80% of our outstanding stock entitled to vote shall be required for certain business combinations not approved by a majority of our directors who are not affiliated with the interested party in the potential transaction and who were directors prior to the time that the interested party became an interested party, except in certain circumstances. This provision of our certificate of incorporation may only be amended by the affirmative vote of 80% of our outstanding stock entitled to vote.

Advance Notice Provisions. Stockholders seeking to nominate candidates to be elected as directors at an annual meeting or to bring business before an annual meeting must comply with an advance written procedure. Only persons who are nominated by or at the direction of our board, or by a stockholder who has given timely written notice to our Secretary before the meeting to elect directors, will be eligible for election as directors.

At any stockholders’ meeting the business to be conducted is limited to business brought before the meeting by or at the direction of the board of directors, or a stockholder who has given timely written notice to our Secretary of its intention to bring business before an annual meeting. In the case of business or nominations to be brought before an annual meeting of stockholders, a stockholder must give notice that is received at our principal executive offices in writing not less than 90 days nor more than 130 days prior to the date of the anniversary of the previous year’s annual meeting. However, if the annual meeting is scheduled to be held on a date more than 30 days prior to or delayed by more than 60 days after the anniversary date, notice by the stockholder in order to be timely must be received not later than the later of the close of business 90 days prior to the annual meeting or the tenth day following the day on which the notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was first made by us. In the case of a special meeting of stockholders called for the purpose of electing directors, a stockholder must give notice to nominate a director not later than the close of business on the tenth day following the day notice of the special meeting was mailed to stockholders or public disclosure of the date of the meeting was first made by us, whichever first occurs. A stockholder’s notice must also contain certain information

specified in our bylaws. These provisions may preclude or deter some stockholders from bringing matters before, or making nominations for directors at, an annual meeting. Our certificate of incorporation and bylaws provide that 35% of the shares entitled to vote at a meeting shall constitute a quorum except as otherwise required by law.

In addition, holders who have “owned” (as defined in our bylaws) at least 3% of Sysco Corporation’s outstanding common stock continuously for a period of 3 years may nominate a number of director nominees equal to 20% of the total number of directors constituting the Board (rounded down), subject to a two nominee aggregate minimum, which nominees will be included in our proxy statement for the corresponding annual meeting of stockholders if the nominating stockholder(s) and the respective nominee(s) (each, a “Proxy Access Nominee”) comply with the additional eligibility, procedural and disclosure requirements set forth in our bylaws, including the following:

- a limit of 20 on the number of stockholders that may aggregate their ownership for purposes of satisfying the 3% threshold referenced above;
- procedures for nominating stockholders to submit timely written notice of their proxy access nominations;
- eligibility requirements for each Proxy Access Nominee;
- disclosures, agreements and representations required to be submitted to us by each nominating stockholder and each Proxy Access Nominee; and
- circumstances in which (i) the maximum number of Proxy Access Nominees shall be reduced or (ii) the board of directors will not be required to include any Proxy Access Nominees in our proxy statement for a particular annual meeting of stockholders.

Special Meetings. Only our board of directors, our Chairman of the board of directors or our Chief Executive Officer, in each case with the concurrence of the majority of the board of directors, or our Secretary at the written request of stockholders of record who own at least 25% of our outstanding common shares and comply with certain procedural requirements, may call a special meeting of stockholders. These provisions may make it more difficult for stockholders to take action opposed by our Board.

Additional Authorized Shares of Capital Stock. The additional shares of authorized common stock and preferred stock available for issuance under our certificate of incorporation could be issued at such times, under such circumstances and with such terms and conditions as to impede a change in control.

Limitation of Liability; Indemnification

Our certificate of incorporation contains certain provisions permitted under the DGCL relating to the liability of directors. These provisions eliminate a director’s personal liability to us or our stockholders for monetary damages resulting from a breach of fiduciary duty, except in circumstances involving certain wrongful acts, such as:

- breach of the director’s duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- the unlawful payment of dividends or unlawful stock repurchases or redemptions; and
- any transaction from which the director derives an improper personal benefit.

These provisions may have the effect of reducing the likelihood of derivative litigation against directors and may discourage or deter stockholders or Sysco Corporation from bringing a lawsuit against our directors. However, these provisions do not limit or eliminate our rights or those of any stockholder to seek non-monetary relief, such as an injunction or rescission, in the event of a breach of a director’s fiduciary duty. Also, these provisions will not alter a director’s liability under federal securities laws.

Our certificate of incorporation and bylaws also provide that we must indemnify our directors and officers to the fullest extent permitted by Delaware law, and our bylaws provide that we must advance expenses, as incurred, to our directors and officers in connection with a legal proceeding to the fullest extent permitted by Delaware law, subject to very limited exceptions. These rights are deemed to have fully vested at the time the indemnitee assumes his or her position with Sysco Corporation and shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

DESCRIPTION OF PREFERRED STOCK

As used in this section, the terms “we,” “us,” and “our” refer to Sysco Corporation only.

We may issue, from time to time, shares of one or more series of our preferred stock.

The following description sets forth certain general terms and provisions of the preferred stock to which any prospectus supplement may relate. The particular terms of any series of preferred stock and the extent, if any, to which these general provisions may apply to the series of preferred stock offered will be described in the prospectus supplement relating to that preferred stock. The following summary of provisions of the preferred stock does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the provisions of our certificate of incorporation, our bylaws and the certificate of designation relating to a specific series of the preferred stock, which will be in the form filed as an exhibit to, or incorporated by reference in, the registration statement of which this prospectus is a part at or prior to the time of issuance of that series of preferred stock. You should read our certificate of incorporation, bylaws and the relevant certificate of designation.

Authorized Shares

Under our certificate of incorporation, we have the authority to issue 1,500,000 shares of preferred stock.

General

Our board of directors is authorized to determine the terms for each series of preferred stock, and the prospectus supplement will describe the terms of any series of preferred stock being offered, including:

- the designation of the shares and the number of shares that constitute the series;
- the dividend rate (or the method of calculation thereof), if any, on the shares of the series and the priority as to payment of dividends with respect to other classes or series of our capital stock;
- the dividend periods (or the method of calculation thereof);
- the voting rights of the shares;
- the liquidation preference and the priority as to payment of the liquidation preference with respect to other classes or series of our capital stock and any other rights of the shares of the series upon our liquidation or winding-up;
- whether and on what terms the shares of the series will be subject to redemption or repurchase at our option;
- whether and on what terms the shares of the series will be convertible into or exchangeable for other securities;
- whether the shares of the series of preferred stock will be listed on a securities exchange;
- any special United States federal income tax considerations applicable to the series; and
- the other rights and privileges and any qualifications, limitations of or restrictions on the rights or privileges of the series.

Dividends

Holders of shares of preferred stock shall be entitled to receive, when and as declared by our board of directors out of our funds legally available therefor, an annual cash dividend payable at the dates and at the rates, if any, per share per annum as set forth in the applicable prospectus supplement.

Unless otherwise set forth in the applicable prospectus supplement, each series of preferred stock will rank junior as to dividends to any preferred stock that may be issued in the future that is expressly senior as to dividends to that preferred stock. If we should fail at any time to pay accrued dividends on any senior shares at the time the dividends are payable, we may not pay any dividend on the junior preferred stock or

redeem or otherwise repurchase shares of junior preferred stock until the accumulated but unpaid dividends on the senior shares have been paid or set aside for payment in full by us.

Unless otherwise set forth in the applicable prospectus supplement, with respect to any series of senior preferred stock that has a cumulative dividend, we will not declare or pay dividends, or otherwise set aside payments for dividends, on any junior preferred stock or common stock unless full cumulative dividends on the senior preferred stock have been or contemporaneously are declared or paid, or otherwise provided for with funds set apart for such purposes, for all past dividend periods and the then current dividend period. Unless otherwise set forth in the applicable prospectus supplement, with respect to any series of senior preferred stock that does not have a cumulative dividend, we will not declare or pay dividends, or otherwise set aside payments for dividends, on any junior preferred stock or common stock unless full dividends on the senior preferred stock have been or contemporaneously are declared or paid, or otherwise provided for with funds set apart for such purposes, for the then current dividend period. Notwithstanding the required order of the payment of dividends on any preferred stock as described in this paragraph, the applicable prospectus supplement may allow for monies deposited in a sinking fund to be applied to the purchase or redemption of preferred stock, regardless of its ranking relative to other series of our preferred stock.

The amount of dividends payable for the initial dividend period or any period shorter than a full dividend period shall be computed on the basis of a 360-day year of twelve 30-day months, unless otherwise set forth in the applicable prospectus supplement. Accrued but unpaid dividends will not bear interest, unless otherwise set forth in the applicable prospectus supplement.

Convertibility

No series of preferred stock will be convertible into, or exchangeable for, other securities or property except as set forth in the applicable prospectus supplement.

Redemption and Sinking Fund

No series of preferred stock will be redeemable or receive the benefit of a sinking fund except as set forth in the applicable prospectus supplement.

Liquidation Rights

Unless otherwise set forth in the applicable prospectus supplement, holders of any outstanding shares of our preferred stock will have a liquidation preference to holders of our common stock in the event of any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, or in the event of insolvency. Neither a consolidation nor merger of us with another corporation shall be considered a liquidation, dissolution or winding up of us.

Voting Rights

The holders of each series of preferred stock we may issue will have no voting rights, except as required by law and as described below or in the applicable prospectus supplement. Our board of directors may, upon issuance of a series of preferred stock, grant voting rights to the holders of that series to elect additional board members if we fail to pay dividends in a timely fashion.

Without the affirmative vote of a majority of the shares of any class of preferred stock then outstanding, we may not (except as set forth in the applicable prospectus supplement):

- increase or decrease the aggregate number of authorized shares of that class (except in the case where the preferred has no voting power);
- increase or decrease the par value of the shares of that class; or
- alter or change the powers, preferences or special rights of the shares of that class so as to affect them adversely.

If any amendment to our certificate of incorporation would adversely alter or change the powers, preferences or special rights of one or more series of a class of preferred stock, but not the entire class, then only the shares of the affected series will have the right to vote on the amendment.

Miscellaneous

The holders of our preferred stock will have no preemptive rights. All shares of preferred stock being offered by the applicable prospectus supplement, when issued and paid for, will be fully paid and non-assessable.

When we offer to sell a series of preferred stock, we will describe the specific terms of the series in the applicable prospectus supplement. If any particular terms of a series of preferred stock described in a prospectus supplement differ from any of the terms described in this prospectus, then the terms described in the applicable prospectus supplement will be deemed to supersede the terms described in this prospectus.

No Other Rights

The shares of a series of preferred stock will not have any preferences, voting powers or relative, participating, optional or other special rights except as set forth above or in the applicable prospectus supplement, our certificate of incorporation or the applicable certificate of designation or as otherwise required by law.

Transfer Agent and Registrar

The transfer agent and registrar for each series of preferred stock will be designated in the applicable prospectus supplement.

DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

The debt securities to be offered may be issued by Sysco Corporation or Sysco Holdings, in each case as sole issuer, or by Sysco Corporation and Sysco Holdings, as co-issuers, as specified in the applicable prospectus supplement. Such debt securities will be issued, in the case of senior debt securities, under a Senior Debt Indenture (the “Senior Debt Indenture”), as it may be amended or supplemented from time to time, among Sysco Holdings, Sysco Corporation, the guarantors party thereto and the trustee to be named in the applicable prospectus supplement and, in the case of subordinated debt securities, under a Subordinated Debt Indenture (the “Subordinated Debt Indenture”), as it may be amended or supplemented from time to time, among Sysco Holdings, Sysco Corporation, the guarantors party thereto and the trustee to be named in the applicable prospectus supplement. The Senior Debt Indenture and the Subordinated Debt Indenture are sometimes hereinafter referred to individually as an “Indenture” and collectively as the “Indentures.” Any series of debt securities may be offered together with the unconditional guarantees of one or more guarantors, consisting of (x) if Sysco Holdings or Sysco Corporation is the sole Issuer of such series, Sysco Corporation and/or one or more of Sysco Corporation’s directly or indirectly wholly-owned subsidiaries or (y) if Sysco Holdings and Sysco Corporation are co-issuers of such series, Sysco Corporation will not guarantee that series, and any guarantees of that series will instead be provided solely by one or more of Sysco Corporation’s directly or indirectly wholly-owned subsidiaries. The trustee to be named in the prospectus supplements relating to the senior debt and subordinated debt, if any, are hereinafter referred to individually as a “Trustee” and collectively as the “Trustees.” The forms of Senior Debt Indenture and Subordinated Debt Indenture are included as exhibits to the Registration Statement of which this prospectus is a part (the “Registration Statement”).

The following summaries of certain provisions of the Indentures and the debt securities do not purport to be complete, and such summaries are subject to the detailed provisions of the applicable Indenture to which reference is hereby made for a full description of such provisions, including the definition of certain terms used herein, and for other information regarding the debt securities. Wherever particular sections or defined terms of the applicable Indenture are referred to, such sections or defined terms are incorporated herein by reference as part of the statement made, and the statement is qualified in its entirety by such reference. The Indentures are substantially identical, except for the provisions relating to subordination and certain covenants. See “Senior Debt” and “Subordinated Debt.”

In this section, references to the “Issuer” mean (a) Sysco Holdings or Sysco Corporation, in each case when acting as the sole issuer of debt securities, or (b) Sysco Holdings and Sysco Corporation, when acting as co-issuers of debt securities, in each case as specified in the applicable prospectus supplement.

General

The Indentures will not limit the amount of additional indebtedness the Issuer or any of its respective subsidiaries may incur. The debt securities will be unsecured senior or subordinated obligations of the Issuer or, if a series is co-issued by Sysco Holdings and Sysco Corporation, the co-Issuers.

The Issuer may issue the debt securities in one or more series with various maturities. They may be sold at par, at a premium or with an original issue discount. The guarantors may unconditionally guarantee the payment of the principal, premium, if any, and interest on the debt securities when due, whether at maturity, by declaration of acceleration, call for redemption or otherwise. See “Guarantee of Debt Securities.”

Reference is made to the prospectus supplement for the following terms of and information relating to the debt securities of any series and any guarantees thereof (to the extent such terms are applicable):

- the classification as senior or subordinated debt securities, the specific designation, aggregate principal amount, and purchase price;
- the currency or units based on or relating to currencies in which such debt securities are denominated and/or in which principal, premium, if any, and/or interest, if any, will or may be payable;
- the date or dates of maturity;
- any redemption, repayment or sinking fund provisions;

- the interest rate or rates, if any, the dates on which any such interest will be payable and the regular record dates for such interest payments (or the method by which such rate or rates or dates will be determined);
- the method by which amounts payable in respect of principal, premium, if any, or interest, if any, on such debt securities may be calculated, and any currencies, commodities or indices, or value, rate or price, relevant to such calculation;
- the place or places where the principal, premium, if any, and interest, if any, on such debt securities will be payable;
- whether such debt securities will be issuable in registered form, without coupons, or bearer form, with or without coupons (“bearer securities”) or both and, if bearer securities are issuable, any restrictions applicable to the exchange of one form for another and to the offer, sale and delivery of bearer securities;
- whether such debt securities are to be issued in whole or in part in the form of one or more temporary or permanent global securities and if so, the identity of the depositary, if any, for such global securities;
- the denominations in which the debt securities will be issuable, if other than denominations of \$1,000 or any multiple of that amount;
- if other than the full principal amount of the debt securities, the portion of the principal amount of the debt securities that will be payable on the declaration of acceleration of the maturity of the debt securities;
- the identity of the depositary for global securities;
- if the principal amount payable at maturity will not be determinable as of one or more dates prior to maturity, the amount that will be deemed to be the principal amount as of any such date;
- any terms on which the debt securities may be convertible into or exchanged for equity securities, debt securities or indebtedness of any kind of the Issuer or of any other issuer or obligor and the terms and conditions on which a conversion or exchange will be effected, including the initial conversion or exchange price or rate, the conversion period and any other additional provisions;
- the time period within which, the manner in which, and the terms and conditions upon which the purchaser of the debt securities can select the payment currency;
- any index or formula used to determine the amount of payments of principal of, premium, if any, or interest on the debt securities and the method of determining these amounts;
- the securities exchange(s) or automated quotation system(s) on which the securities will be listed or admitted to trading, as applicable, if any;
- provisions, if any, granting special rights to holders of the debt securities upon the occurrence of specified events;
- any applicable United States federal income tax consequences, including whether and under what circumstances the Issuer will pay additional amounts on such debt securities held by a person who is not a U.S. person (as defined in the prospectus supplement) in respect of any tax, assessment or governmental charge withheld or deducted and, if so, whether the Issuer will have the option to redeem such debt securities rather than pay such additional amounts;
- the terms and conditions upon which and the manner in which such debt securities may be defeased or discharged if different from the defeasance provisions described below;
- any co-issuer;
- additional terms not inconsistent with the provisions of the Indenture;
- if any of the debt securities are sold for foreign currencies or foreign currency units or if the principal of, or any premium or interest on, any series of debt securities is payable in foreign currencies or foreign currency units, any restrictions, elections, tax consequences, specific terms and other information with respect to those debt securities;

- the identity of the specific guarantors, if any, and the terms of any guarantees of the debt securities; and
- any other specific terms of such debt securities, including any additional or different events of default or covenants provided for with respect to such debt securities, and any terms which may be required by or advisable under applicable laws or regulations.

Debt securities may be presented for exchange and registered debt securities may be presented for transfer in the manner, at the places and subject to the restrictions set forth in the debt securities and the applicable Indenture. Such services will be provided without charge, other than any tax or other governmental charge payable in connection therewith, but subject to the limitations provided in the applicable Indenture. Bearer securities (except when held in temporary global form) and the coupons, if any, appertaining thereto (except when attached to temporary global securities) will be transferable by delivery.

Unless the Issuer informs you otherwise in the prospectus supplement, the Issuer will appoint the trustee under the applicable Indenture as security registrar for the debt securities the Issuer issues in registered form under that Indenture. If the prospectus supplement refers to any transfer agent initially designated by the Issuer, the Issuer may at any time rescind that designation or approve a change in the location through which any transfer agent acts. The Issuer will be required to maintain an office or agency for transfers and exchanges in each place of payment. The Issuer may at any time designate additional transfer agents for any series of debt securities or rescind the designation of any transfer agent. The Issuer or the trustee may, however, require the payment of any tax or other governmental charge payable for that registration.

In the case of any redemption, neither the security registrar nor the transfer agent will be required to register the transfer of or exchange of any debt security:

- during a period beginning 15 days before the day of delivery of the relevant notice of redemption and ending on the close of business on the day of such delivery; or
- if the Issuer has called the debt security for redemption in whole or in part, except the unredeemed portion of any debt security being redeemed in part.

Debt securities may bear interest at a fixed rate or a floating rate. Debt securities bearing no interest, or interest at a rate that at the time of issuance is below the prevailing market rate, will be sold at a discount below their stated principal amount. Special United States federal income tax considerations applicable to any such discounted debt securities (or to certain debt securities issued at par which are treated as having been issued at a discount for United States federal income tax purposes) will be described in the relevant prospectus supplement.

Debt securities may be issued from time to time with payment terms which are calculated by reference to the value, rate or price of one or more currencies, commodities, indices or other factors. Holders of such debt securities may receive a principal amount (including premium, if any) on any principal payment date, or a payment of interest on any interest payment date, that is greater than or less than the amount of principal (including premium, if any) or interest otherwise payable on such dates, depending upon the value, rate or price on such dates of the applicable currency, commodity, index or other factor. Information as to the methods for determining the amount of principal, premium, if any, or interest payable on any date, the currencies, commodities, indices or other factors to which the amount payable on such date is linked and certain additional tax considerations will be set forth in the applicable prospectus supplement.

Unless otherwise set forth in the prospectus supplement, and except as set forth below under “Merger or Consolidation,” the debt securities will not contain any provisions which may afford holders of the debt securities protection in the event of a change in control or in the event of a highly leveraged transaction (whether or not such transaction results in a change in control).

Guarantee of Debt Securities

Sysco Corporation and one or more of Sysco Corporation’s directly or indirectly wholly-owned subsidiaries may guarantee, fully and unconditionally, unless otherwise provided in the prospectus

supplement, the payment of the principal, premium, if any, and interest on the debt securities as they become due, whether at maturity, by declaration of acceleration, call for redemption or otherwise. If Sysco Corporation is a co-issuer of a series of debt securities together with Sysco Holdings, Sysco Corporation will not guarantee that series, and any guarantees of that series will instead be provided solely by one or more of Sysco Corporation's directly or indirectly wholly-owned subsidiaries.

The terms of any guarantees of any debt securities will be described in an applicable prospectus supplement for the benefit of the series of debt securities to which it relates. Unless otherwise provided in a prospectus supplement, guarantees of senior debt securities will rank equally and ratably in right of payment with all other existing and future unsecured and unsubordinated indebtedness of the respective guarantors. Guarantees of subordinated debt securities will be junior in right of payment to all of the present and future senior indebtedness of the respective guarantors, including without limitation, guarantees of senior indebtedness, to the extent described in each prospectus supplement.

The assets of Sysco Corporation consist, and the assets of Sysco Holdings after the consummation of the JRD Acquisition Transactions will consist, principally of the stock of its subsidiaries. Therefore, the rights of the Issuer and the rights of its respective creditors to participate in the assets of any subsidiary upon liquidation, recapitalization or otherwise will be subject to the prior claims of that subsidiary's creditors except to the extent that claims of the Issuer itself and/or the claims of those creditors themselves may be recognized as creditor claims of the subsidiary. This subordination of creditors of a parent company to prior claims of creditors of its subsidiaries is commonly referred to as structural subordination. Furthermore, the ability of the Issuer to service its indebtedness and other obligations is dependent upon the earnings and cash flow of its subsidiaries and the distribution or other payment to it of such earnings or cash flow. If any of the Issuer's subsidiaries becomes insolvent, the direct creditors of that subsidiary will have a prior claim on its assets. The Issuer's rights and the rights of its creditors, including your rights as an owner of debt securities, will be subject to that prior claim, unless the Issuer or you, in the event that your debt securities are guaranteed by such subsidiary, are also a direct creditor of that subsidiary. If your debt securities are not guaranteed by a subsidiary, you will not be a direct creditor of that subsidiary, and your rights to obtain payments from that subsidiary will be structurally subordinated to the rights of that subsidiary's creditors.

As of June 27, 2026, certain of Sysco Corporation's U.S. broadband subsidiaries were guarantors under approximately \$12.2 billion of Sysco Corporation's outstanding senior notes and debentures, as well as under Sysco Corporation's revolving credit facility and term loan credit facility, and such subsidiaries may also guarantee one or more series of additional debt securities issued under the Indenture. In addition, although each of Sysco Holdings and Sysco Corporation currently does not have any secured indebtedness, if in the future Sysco Holdings or Sysco Corporation or any other guarantor incurs any secured indebtedness, the debt securities and any related guarantees will effectively rank junior in right of payment to any such secured indebtedness to the extent of the assets securing such indebtedness.

Sysco Corporation is, and following completion of the JRD Acquisition Transactions, Sysco Holdings will also be, an indirect holding company for other non-guarantor subsidiaries. Such non-guarantor subsidiaries currently include Sysco Corporation's international and SYGMA subsidiaries, custom-cut meat, specialty produce, restaurant equipment and supplies, hotel supply and certain other subsidiaries. To the extent any subsidiaries are not subsidiary guarantors for a series of debt securities, creditors of such subsidiaries, including trade creditors, and preferred stockholders, if any, of such subsidiaries generally will have priority with respect to the assets and earnings of such subsidiaries over the claims of creditors of Sysco Corporation or Sysco Holdings, including holders of that series of debt securities. A series of debt securities, therefore, will be effectively subordinated to the claims of creditors, including trade creditors, and preferred stockholders, if any, of any subsidiaries that are not subsidiary guarantors with respect to such series of debt securities.

Various federal and state fraudulent conveyance laws have been enacted for the protection of creditors and may be utilized by a court of competent jurisdiction to subordinate or avoid all or part of any guarantee issued by the guarantors. The applicable supplemental indentures for the debt securities offered hereunder may provide that in the event that the guarantees would constitute or result in a fraudulent transfer or conveyance for purposes of, or result in a violation of, any United States federal, or applicable United States state, fraudulent transfer or conveyance or similar law, then the liability of the guarantors under the guarantees shall be reduced to the extent necessary to eliminate such fraudulent transfer or conveyance or

violation under the applicable fraudulent transfer or conveyance or similar law. Application of this clause could limit the amount which holders of debt securities may be entitled to collect under the guarantees. Holders, by their acceptance of the debt securities, will have agreed to such limitations.

To the extent that a court were to find that (x) a guarantee was incurred by any guarantor with the intent to hinder, delay or defraud any present or future creditor or (y) each guarantor did not receive fair consideration or reasonably equivalent value for issuing its guarantee and that guarantor (i) was insolvent or rendered insolvent by reason of the issuance of the guarantee, (ii) was engaged or about to engage in a business or transaction for which the remaining assets of such guarantor constituted unreasonably small capital to carry on its business or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they matured, the court could subordinate or avoid all or part of such guarantee in favor of each guarantor's other creditors. To the extent any guarantee issued by any guarantor was voided as a fraudulent conveyance or held unenforceable for any other reason, the holders of any debt securities guaranteed by that guarantor could cease to have any direct claim against that guarantor and would be creditors solely of the Issuer, and any claims against that guarantor would be structurally subordinated, as discussed above. In addition, in the absence of an enforceable waiver or consent, a guarantor may be discharged if: (i) action by the lender impairs the value of collateral securing guaranteed debt to the detriment of the guarantor, (ii) the lender elects remedies for default that impair the subrogation rights of the guarantor against the borrower, (iii) the guaranteed debt is materially modified, or (iv) the lender otherwise takes action under loan documents that materially prejudices the guarantor.

The Issuer and each guarantor intend to attempt to structure the issuances of the guarantees by each guarantor in such a manner that they will not be fraudulent conveyances. There can be no assurance, however, that a court passing on such questions would reach the same conclusions.

The guarantee of any guarantor may be released under certain circumstances. If the Issuer exercises its defeasance option with respect to the debt securities of any series in accordance with the provisions of the Indentures, then any guarantor effectively will be released with respect to that series of debt securities. Further, each guarantee will remain in full force and effect until the earliest to occur of the date, if any, on which (1) the applicable guarantor shall consolidate with or merge into the Issuer or any successor of the Issuer, (2) the Issuer or any successor of the Issuer consolidates with or merges into the applicable guarantor, (3) the sale, disposition, exchange or other transfer (including through merger, consolidation, amalgamation or otherwise) of the capital stock (including any sale, disposition or other transfer following which the applicable guarantor is no longer a subsidiary) of the applicable guarantor if such sale, disposition, exchange or other transfer is made in a manner not in violation of the Indentures, or (4) with respect to any guarantor that is required to guarantee the debt securities solely because such guarantor guarantees Sysco Corporation's existing senior notes or other indebtedness of an Issuer, the release or discharge of such guarantor's guarantee of such indebtedness or the full and final payment and performance of all obligations of the Issuer under the indebtedness giving rise to such guarantor's obligation to guarantee the debt securities. In addition, each guarantee of a series will be released upon the Issuer's exercise of its defeasance or covenant defeasance option with respect to that series, upon satisfaction and discharge of the Indenture with respect to that series, or upon payment in full of that series.

Global Securities

Registered Global Securities. The registered debt securities of a series may be issued in the form of one or more fully registered global securities (a "Registered Global Security") that will be deposited with (and registered in the name of) a depositary (a "Depositary") identified in the prospectus supplement relating to such series (or a nominee of the Depositary). Unless and until it is exchanged in whole for debt securities in "definitive" form, a Registered Global Security may not be transferred except as a whole by the Depositary for such Registered Global Security to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor of such Depositary or a nominee of such successor. (A security held in "definitive" form is a certificated security other than a Registered Global Security, meaning that it is not registered in the name of and held by a Depositary, and it is therefore not subject to the transfer restriction described immediately above.)

The specific terms of the depositary arrangement with respect to any portion of a series of debt securities to be represented by a Registered Global Security will be described in the prospectus supplement relating to such series. Provisions substantially similar to the following are expected to apply to all depositary arrangements. However, the operations and procedures of depositaries are solely within their control and are subject to changes by them. We do not take any responsibility for those operations and procedures. Thus, investors receiving interests in a Registered Global Security would need to contact the depositary or the participants in the depositary through which the investors hold their interests in order to discuss these matters.

A depositary (such as, for example, the Depositary Trust Company, or “DTC”) is generally an entity created to hold securities for its participating organizations, referred to as “participants,” and facilitate the clearance and settlement of transactions in those securities between DTC’s participants through electronic book-entry changes in accounts of its participants. Participants generally include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to a depositary’s system may also be available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant of the depositary, either directly or indirectly, and these entities are referred to as “indirect participants.”

Therefore, ownership of beneficial interests in a Registered Global Security would be limited to persons that are participants in (i.e., persons who have accounts with) the Depositary and persons that hold interests through participants. Upon the issuance of a Registered Global Security, the Depositary for such Registered Global Security will credit, on its book-entry registration and transfer system, the participants’ accounts with the respective principal amounts of the debt securities represented by such Registered Global Security beneficially owned by or through such participants.

The accounts to be credited initially will be designated by any dealers, underwriters or agents participating in the distribution of such debt securities or by us, if such debt securities are offered and sold directly by us. Ownership of beneficial interests in such Registered Global Security will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by the Depositary for such Registered Global Security (with respect to interests of participants) and on the records of participants (with respect to interests of persons holding through participants).

The laws of some states (and countries other than the United States) may require that certain persons take physical delivery of certificates evidencing securities they own. Consequently, the ability to transfer beneficial interests in a Registered Global Security to such persons would be limited to that extent. Because a depositary can act only on behalf of its participants, which in turn act on behalf of indirect participants, the ability of beneficial owners of interests in a Registered Global Security to pledge such interests to persons or entities that do not participate in the depositary’s system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

So long as the Depositary for a Registered Global Security, or its nominee, is the registered owner of such Registered Global Security, we will consider the Depositary or its nominee, as the case may be, the sole owner and holder of the debt securities represented by the Registered Global Security for all purposes under the applicable Indenture. Except as set forth below, owners of beneficial interests in a Registered Global Security will not be entitled to have the debt securities represented by such Registered Global Security registered in their names, will not receive or be entitled to receive physical delivery of such debt securities in definitive form and will not be considered the owners or holders thereof under such Indenture. Accordingly, each person owning a beneficial interest in a Registered Global Security must rely on the procedures of the Depositary for such Registered Global Security (and, if such person is not a participant, on the procedures of the participant through which such person owns its interest) to exercise any rights of a holder under such Indenture. We understand that under existing industry practices, if the Issuer requests any action of holders or if an owner of a beneficial interest in a Registered Global Security desires to give any notice or consent or take any action which a holder is entitled to give or take under the Indenture, the Depositary for such Registered Global Security generally either (i) authorizes the participants holding the relevant beneficial interests to give such notice or consent or take such action, and such participants would authorize beneficial owners owning through such participants to give such notice or consent or take such action, or (ii) otherwise acts upon the instructions of beneficial owners holding through them.

Payments of principal, premium, if any, and interest, if any, on debt securities represented by a Registered Global Security registered in the name of a Depositary or its nominee will be made to such Depositary or its nominee, as the case may be, as the registered owner of such Registered Global Security. None of the Issuer, the Trustee, or the guarantors of the debt securities, or any of their agents will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in such Registered Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

We expect that the Depositary for any debt securities represented by a Registered Global Security, upon receipt of any payment of principal, premium or interest in respect of such Registered Global Security, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in such Registered Global Security as shown on the records of such Depositary. We also expect that payments by participants to owners of beneficial interests in such Registered Global Security held through such participants will be the responsibility of such participants and will be governed by standing customer instructions and customary practices, as is now the case with securities held for the accounts of customers or registered in "street name."

If the Depositary for any debt securities represented by a Registered Global Security is at any time unwilling or unable to continue as Depositary (including its loss of eligibility to so serve because it is no longer a clearing agency registered under the Exchange Act), and the Issuer does not appoint a successor Depositary which is registered as a clearing agency under the Exchange Act within 90 days, the Issuer will issue such debt securities in definitive form in exchange for such Registered Global Security. In addition, the Issuer may at any time and in its sole discretion determine not to have any of the debt securities of a series represented by one or more Registered Global Securities and, in such event, will issue debt securities of such series in definitive form in exchange for all of the Registered Global Security or Securities representing such debt securities. Any debt securities issued in definitive form in exchange for a Registered Global Security will be registered in such name or names as the Depositary shall instruct the applicable Trustee. It is expected that such instructions will be based upon directions received by the Depositary from participants with respect to ownership of beneficial interests in such Registered Global Security.

Global Securities for Bearer Instruments. Debt securities of a series intended to trade in bearer form (referred to elsewhere herein as bearer securities) may also be represented by one or more Global Securities that will be deposited with a common depositary or with a nominee for such depositary, in either case as identified in the prospectus supplement relating to such series. The specific terms and procedures, including the specific terms of the depositary arrangement, with respect to any portion of a series of bearer debt securities to be represented by a Global Security will be described in the prospectus supplement relating to such series.

Senior Debt

The debt securities (and, in the case of bearer securities, any coupons appertaining thereto) that will be issued under the Senior Debt Indenture (referred to herein as the "senior debt securities") will rank *pari passu* with all of the Issuer's other debt which is (a) unsecured and unsubordinated debt and (b) senior to the subordinated debt securities described below under "Subordinated Debt."

The Indentures will contain certain restrictive covenants that apply, or may apply, to the Issuer and its Subsidiaries (as defined below). The covenants described below under "Limitations on Liens" and "Limitations on Sale and Lease-Back Transactions" will not apply to a series of debt securities unless the Issuer specifically so provides in the applicable prospectus supplement.

You should read carefully the applicable prospectus supplement for the particular provisions of the series of debt securities being offered, including any additional restrictive covenants or Events of Default that may be included in the terms of such debt securities.

Limitations on Liens. The Issuer will covenant in the Senior Debt Indenture that it will not (nor will it permit any Subsidiary to) issue, incur, create, assume or guarantee any debt for borrowed money (including all obligations evidenced by bonds, debentures, notes or similar instruments) secured by a mortgage, security interest, pledge, lien, charge or other encumbrance ("mortgage") upon any Principal Property or

upon any shares of stock or indebtedness of any Subsidiary that owns or leases a Principal Property (whether such Principal Property, shares or indebtedness are now existing or owed or hereafter created or acquired) without in any such case effectively providing concurrently with the issuance, incurrence, creation, assumption or guaranty of any such secured debt, or the grant of such mortgage, that the senior debt securities (together with, if the Issuer shall so determine, any other indebtedness of or guarantee by the Issuer or such Subsidiary ranking equally with the senior debt securities) shall be secured equally and ratably with (or, at the Issuer's option, prior to) such secured debt.

The foregoing restriction, however, will not apply to each of the following: (a) mortgages on property, shares of stock or indebtedness or other assets of any corporation or another entity existing at the time such corporation or another entity becomes a Subsidiary, provided that such mortgages or liens are not incurred in anticipation of such corporation's becoming a Subsidiary; (b) mortgages on property, shares of stock or indebtedness or other assets existing at the time of acquisition thereof by the Issuer or a Subsidiary, or to secure the payment of all or any part of the purchase price thereof, or mortgages on property, shares of stock or indebtedness or other assets to secure any debt incurred prior to, at the time of, or within 180 days after, the latest of the acquisition thereof or, in the case of property, the completion of construction, the completion of improvements or the commencement of substantial commercial operation of such property for the purpose of financing all or any part of the purchase price thereof, such construction or the making of such improvements; (c) mortgages to secure indebtedness owing to the Issuer or to a Subsidiary; (d) mortgages existing at the date of the initial issuance of any senior debt securities then outstanding; (e) mortgages on property of a person existing at the time such person is merged into or consolidated with Sysco Holdings, Sysco Corporation or a Subsidiary or at the time of a sale, lease or other disposition of the properties of a person as an entirety or substantially as an entirety to the Issuer or a Subsidiary, provided that such mortgage was not incurred in anticipation of such merger or consolidation or sale, lease or other disposition; (f) mortgages in favor of the United States of America or any state, territory or possession thereof (or the District of Columbia), or any department, agency, instrumentality or political subdivision of the United States of America or any state, territory or possession thereof (or the District of Columbia), to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such mortgages; or (g) extensions, renewals or replacements of any mortgage referred to in the foregoing clauses (a), (b), (d), (e) or (f); provided, however, that the principal amount of indebtedness secured thereby shall not exceed the principal amount of indebtedness so secured at the time of such extension, renewal or replacement. Any mortgages permitted by any of the foregoing clauses (a) through (g) shall not extend to or cover any other Principal Property of the Issuer or of one of the Issuer's Subsidiaries, or any shares of stock or indebtedness of any such Subsidiary, subject to the foregoing limitations, other than the property, including improvements thereto, stock or indebtedness specified in such clauses.

Notwithstanding the restrictions in the preceding paragraph, the Issuer or any of its Subsidiaries may issue, incur, create, assume or guarantee debt secured by a mortgage which would otherwise be subject to such restrictions, without equally and ratably securing the senior debt securities, provided that after giving effect thereto, the aggregate amount of all debt so secured by mortgages (not including mortgages permitted under clauses (a) through (g) above) does not exceed (x) at any time prior to completion of the JRD Acquisition Transactions, 20% of Sysco Corporation's Consolidated Net Tangible Assets and (y) after the completion of the JRD Acquisition Transactions, 20% of Sysco Holdings' Consolidated Net Tangible Assets.

Limitations on Sale and Lease-Back Transactions. The Issuer will also covenant in the Senior Debt Indenture that it will not, nor will it permit any Subsidiary to, enter into any Sale and Lease-Back Transaction with respect to any Principal Property, other than any such transaction involving a lease for a term of not more than three years or any such transaction between the Issuer and one of its Subsidiaries, or between Subsidiaries, unless: (a) the Issuer or such Subsidiary would be entitled to incur indebtedness secured by a mortgage on the Principal Property involved in such transaction at least equal in amount to the Attributable Debt with respect to such Sale and Lease-Back Transaction, without equally and ratably securing the senior debt securities, pursuant to the limitations on liens described above; or (b) the proceeds of such transaction are at least equal to the fair market value of the affected Principal Property (as determined in good faith by the Issuer's Board of Directors) and the Issuer applies an amount equal to the greater of the net proceeds of such sale or the Attributable Debt with respect to such Sale and Lease-Back Transaction within 180 days of

such sale to either (or a combination of) (i) the retirement (other than any mandatory retirement, mandatory prepayment or sinking fund payment or by payment at maturity) of debt for borrowed money of Sysco Holdings, Sysco Corporation or a Subsidiary (other than debt that is subordinated to the senior debt securities or debt to the Issuer or a Subsidiary) that matures more than 12 months after its creation or (ii) the purchase, construction or development of other comparable property.

Certain Definitions

As used in the Indentures and this prospectus, the following definitions will apply:

“Attributable Debt” with regard to a Sale and Lease-Back Transaction with respect to any property will be defined in the Senior Debt Indenture to mean, at the time of determination, the lesser of: (a) the fair market value of such property (as determined in good faith by the Issuer’s Board of Directors); or (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any period for which such lease has been extended), discounted at the rate of interest set forth or implicit in the terms of such lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the debt securities then outstanding under the Senior Debt Indenture) compounded semi-annually. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the net amount determined assuming no such termination.

“Board of Directors” will be defined in the Indentures to mean the Issuer’s (i) the board of managers or directors, as applicable, (ii) any duly authorized committee of that board, (iii) any committee of officers of the Issuer or (iv) any officer of the Issuer acting, in the case of clauses (iii) and (iv), pursuant to authority granted by that board or any duly authorized committee of that board.

“Consolidated Net Tangible Assets” will be defined in the Senior Debt Indenture to mean, as of any particular time, the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom: (a) all current liabilities, except for current maturities of long-term debt and of obligations under capital leases; and (b) intangible assets, to the extent included in said aggregate amount of assets, all as set forth on the most recent consolidated balance sheet and computed in accordance with generally accepted accounting principles.

“JRD Acquisition Transactions” will be defined in the Indentures to mean the mergers and the other transactions contemplated by the merger agreement dated March 30, 2026 (as amended, modified or supplemented from time to time “merger agreement”) by and among Sysco Corporation, Sysco Holdings, Slider Merger Sub 1, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 1”), Slider Merger Sub 2, Inc., a Delaware corporation and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 2”), Slider Merger Sub 3, LLC, a Delaware limited liability company and wholly-owned subsidiary of Sysco Holdings (“Merger Sub 3”, and collectively with Merger Sub 1 and Merger Sub 2, the “merger subs”), JRD Unico, Inc., a Delaware corporation (“JRD”), Warehouse Realty, LLC, a Delaware limited liability company (“Warehouse Realty,” and together with JRD, known as “Jetro Restaurant Depot”), and the Holder Representative, which contains the terms and conditions of the proposed acquisition of Jetro Restaurant Depot by Sysco Corporation. Under the merger agreement, subject to satisfaction (or, to the extent permitted by law and in accordance with the merger agreement, waiver) of the conditions to the mergers set forth in the merger agreement, (a) Merger Sub 1 will merge with and into Sysco Corporation, with Sysco Corporation continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the “Sysco Merger”), (b) immediately following the Sysco Merger, Merger Sub 2 will merge with and into JRD, with JRD continuing as the surviving corporation and a direct, wholly-owned subsidiary of Sysco Holdings (the “JRD Merger”), and (c) immediately following the JRD Merger, Merger Sub 3 will merge with and into Warehouse Realty, with Warehouse Realty continuing as the surviving entity and a direct, wholly-owned subsidiary of Sysco Holdings.

“Principal Property” will be defined in the Senior Debt Indenture to mean the land, improvements, buildings and fixtures (including any leasehold interest therein) constituting the principal corporate office, any manufacturing plant, any manufacturing, distribution or research facility or any self-serve center (in each

case, whether now owned or hereafter acquired) which is owned or leased by the Issuer or any Subsidiary and is located within the United States of America or Canada unless the Issuer's Board of Directors has determined in good faith that such office, plant facility or center is not of material importance to the total business conducted by the Issuer and its Subsidiaries taken as a whole. With respect to any Sale and Lease-Back Transaction or series of related Sale and Lease-Back Transactions, the determination of whether any property is a Principal Property shall be determined by reference to all properties affected by such transaction or series of transactions.

"Sale and Lease-Back Transaction" will be defined in the Senior Debt Indenture to mean any arrangement with any person providing for the leasing by the Issuer or any Subsidiary of any Principal Property which property has been or is to be sold or transferred by the Issuer or such Subsidiary to such person.

"Subsidiary" will be defined in the Senior Debt Indenture to mean any corporation in which the Issuer and/or one or more of its Subsidiaries together own voting stock having the power to elect a majority of the board of directors or other governing body of such corporation, directly or indirectly. For the purposes of this definition, "voting stock" means stock which ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

Subordinated Debt

The debt securities (and, in the case of bearer securities, any coupons appertaining thereto) that will be issued under the Subordinated Debt Indenture (referred to herein as the subordinated debt securities) will rank junior to "Senior Indebtedness" (as such term will be defined in the Subordinated Debt Indenture). The payment of the principal, premium, if any, and interest on the subordinated debt securities will be subordinated and junior in right of payment, to the extent set forth in the Subordinated Debt Indenture, to the prior payment in full of all "Senior Indebtedness," as defined below. If the subordinated debt securities are guaranteed (the "guarantees") by one or more guarantors, the guarantees will likewise be subordinate and junior in right of payment, to the extent and in the manner set forth in the Subordinated Debt Indenture, to all Senior Indebtedness of such guarantor, whether currently existing or incurred in the future.

No Payment If Senior Indebtedness In Default. No payment (including the making of any deposit in trust with the Trustee) on account of principal, premium, if any, or interest on any subordinated debt securities or guarantees (nor any payment to acquire any of the subordinated debt securities for cash or property) may be made if, at the time of such payment or immediately after giving effect thereto, either of the following is true:

- there exists a default for the payment of principal, premium, if any, or interest on or other monetary amounts due and payable on any Senior Indebtedness of the Issuer or the applicable guarantor (the "monetary default"); or
- during certain "blockage periods" when any default other than a monetary default has occurred concerning any Senior Indebtedness, which permits the holder or holders of any Senior Indebtedness to accelerate the maturity of any Senior Indebtedness with notice or lapse of time, or both. Such a default must have continued beyond the period of grace, if any, provided for such default, and such a default shall not have been cured or waived or shall not have ceased to exist. A blockage period begins when holders of any Senior Indebtedness give written notice of such types of events of default with respect to the Senior Indebtedness to the Trustee and the Issuer. A blockage period will last 180 days, except that it will end earlier if the event of default has been cured or waived, or if the holders of the Senior Indebtedness send a notice to the Trustee and the Issuer terminating the blockage period.

The Trustee may still make payments on subordinated debt securities during a blockage period, if the payments are made from monies or securities previously deposited with the Trustee pursuant to the terms of the Subordinated Debt Indenture, so long as at the time such deposit was made (and immediately after giving effect thereto) the above conditions did not exist.

Once the blockage period expires, the Issuer will be obligated to promptly pay to subordinated debt holders all sums not paid during the blockage period. Only one such blockage period may be commenced within any 360 consecutive days. In addition, where an event of default exists on the day a blockage period is commenced, that event of default cannot be made the basis for a second blockage period until the earlier default was cured or waived for a period of at least 90 consecutive days.

Priority of Senior Indebtedness. The holders of Senior Indebtedness will be entitled to require payment in full of all principal, premium (if any), and interest on the Senior Indebtedness before subordinated debt holders may receive any payment of principal, premium (if any), or interest on the subordinated debt securities or guarantees, or any payment to acquire any of the subordinated debt securities, upon any of the following events:

- insolvency, bankruptcy proceedings, receivership, liquidation or reorganization of the Issuer or any guarantor under Federal or state law, or similar proceedings, relative to the Issuer or any guarantor or its or their creditors, or its or their property;
- voluntary liquidation, dissolution or winding up of the Issuer or any guarantor; or
- an assignment for the benefit of creditors or any other marshalling of assets of the Issuer or any guarantor (whether or not involving insolvency or bankruptcy).

However, the Trustee may nonetheless make payments on a subordinated debt security under such circumstances if the payment is made from monies or securities previously deposited with the Trustee pursuant to the terms of the Subordinated Debt Indenture, so long as at the time such deposit was made (or immediately after giving effect thereto) the above conditions did not exist.

Under the Subordinated Debt Indenture, the term “Senior Indebtedness” will mean, with respect to the Issuer and any guarantor, (a) all indebtedness and obligations of the Issuer or such guarantor existing on the date of the Subordinated Debt Indenture or created, incurred or assumed thereafter, and which (i) are for money borrowed; (ii) are evidenced by any credit agreement, bond, note, debenture or similar instrument; (iii) represent the unpaid balance on the purchase price of any assets or services of any kind; (iv) are obligations as lessee under any lease of property, equipment or other assets required to be capitalized on the balance sheet of the lessee under generally accepted accounting principles, any finance lease, Capital Lease Obligations (as defined below), and Synthetic Lease Obligations (as defined below); (v) are reimbursement obligations with respect to letters of credit, banker’s acceptance, security purchase facility or other similar instruments; (vi) are obligations under interest rate, currency or other indexed exchange agreements, swaps, agreements for caps or floors on interest rates, foreign exchange agreements or any other similar agreements, including any such obligations incurred solely to act as a hedge against increases in interest rates that may occur under the terms of other outstanding variable or floating rate indebtedness of the Issuer or such guarantor; (vii) all of the obligations of the Issuer and any guarantor issued or assumed as the deferred purchase price of property or services, including all obligations under master lease transactions pursuant to which the Issuer or any of its subsidiaries have agreed to be treated as owner of the subject property for United States federal income tax purposes (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business); (viii) are obligations under any guaranty, endorsement or other contingent obligations in respect of, or to purchase or otherwise acquire, indebtedness or obligations of other persons of the types referred to in clauses (i) through (vii) above (other than endorsements for collection or deposits in the ordinary course of business); (ix) all compensation and reimbursement obligations of the Issuer and any guarantor to the trustee pursuant to certain terms of the Subordinated Debt Indenture, if any or (x) are obligations of other persons of the type referred to in clauses (i) through (ix) above secured by a lien to which any of the Issuer’s or such guarantor’s properties or assets are subject, whether or not the obligations secured thereby shall have been issued by the Issuer or such guarantor or shall otherwise be the Issuer’s or such guarantor’s legal liability; and (b) any deferrals, renewals, amendments, modifications, refundings, refinancings, replacements or extensions of any such indebtedness or obligations of the types referred to above.

However, notwithstanding the foregoing, Senior Indebtedness does not include (1) any indebtedness of the Issuer or any guarantor to any of its subsidiaries, (2) any indebtedness or obligation of the Issuer or any guarantor which by its express terms is stated to be not superior in the right of payment to the subordinated debt securities or the guarantees, or to rank *pari passu* with, or to be subordinated to, the subordinated debt

securities or the guarantees, or (3) any indebtedness or obligation incurred by the Issuer or any guarantor in connection with the purchase of any assets or services in the ordinary course of business and which constitutes a trade payable or account payable.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under the generally accepted accounting principles, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with generally accepted accounting principles and the maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

“Synthetic Lease Obligation” means any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing arrangement whereby the arrangement is considered borrowed money indebtedness for tax purposes but is classified as an operating lease or does not otherwise appear on a balance sheet under generally accepted accounting principles.

The Subordinated Debt Indenture will not contain any terms that limit the Issuer’s or any guarantor’s ability to incur additional Senior Indebtedness or that require the maintenance of financial ratios or specified levels of net worth or liquidity. The Issuer and its subsidiaries expect to incur additional indebtedness from time to time that will be senior to the subordinated debt securities.

Ranking Relative to Secured Indebtedness. The subordinated debt securities and any guarantees will effectively rank junior to any existing and future secured indebtedness of the Issuer and any guarantor, respectively, to the extent of the value of the assets securing such indebtedness. By reason of such effective subordination, in the event of insolvency, holders of secured indebtedness may recover more, ratably, than holders of the subordinated debt securities.

Structural Subordination. The subordinated debt securities will be structurally subordinated to all liabilities (excluding intercompany loans) of the Issuer’s existing and future subsidiaries that do not guarantee the subordinated debt securities. Holders of subordinated debt securities will not have any claim as a creditor against any non-guarantor subsidiary of the Issuer, and indebtedness and other liabilities, including trade payables, of any such non-guarantor subsidiary will effectively rank senior to the subordinated debt securities.

By reason of such subordination, in the event of insolvency, holders of subordinated debt securities who are not holders of Senior Indebtedness may recover less, ratably, than holders of Senior Indebtedness, and it is possible that no payments will be made to holders of the subordinated debt securities or, if applicable, the guarantees.

Merger or Consolidation

Each of the Indentures will provide that the Issuer may merge or consolidate with any other person or persons, and the Issuer may sell, convey, transfer or lease all or substantially all of its property to any other person or persons (whether or not affiliated with the Issuer), so long as it meets the following conditions:

1. Either (a) the transaction is a merger or consolidation, and the Issuer is the surviving entity; or (b) the successor person in a merger or consolidation or the person which acquires by sale, conveyance, transfer or lease substantially all of the Issuer’s property and expressly assumes, by supplemental indenture satisfactory to the Trustee, all of the Issuer’s obligations under the Indenture and the relevant debt securities; and
2. Immediately after giving effect to such transaction, no Event of Default and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing with respect to any series of debt security outstanding under the relevant Indenture;

provided, however, that the JRD Acquisition Transactions shall not be subject to the foregoing covenant.

In the event of any of the above transactions, if there is a successor person as described in paragraph (1)(b) immediately above, then the successor will expressly assume all of the Issuer's obligations under the applicable Indenture and automatically be substituted for the Issuer in the applicable Indenture and as issuer of the debt securities. Further, if the transaction is in the form of a sale or conveyance, after any such transfer (except in the case of a lease), the Issuer will be discharged from all obligations and covenants under the applicable Indenture and all debt securities issued thereunder and may be liquidated and dissolved.

Events of Default

An Event of Default will be defined under each Indenture with respect to debt securities of any series issued under such Indenture as being: (a) default in payment of any principal of or premium, if any, on the debt securities of such series, either at maturity, upon any redemption, by declaration or otherwise (including a default in the deposit of any sinking fund payment with respect to the debt securities of such series when and as due for 30 days); (b) default for 30 days in payment of any interest on any debt securities of such series; (c) default for 90 days after written notice (given by the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of a series affected by the default) in the observance or performance of any other covenant or agreement in respect of the debt securities of such series or such Indenture other than a covenant or agreement which is not applicable to the debt securities of such series, or a covenant or agreement with respect to which more particular provision is made; (d) certain events of bankruptcy, insolvency or reorganization; or (e) any other Event of Default provided in the supplemental indenture under which such series of debt securities is issued, or in the form of debt security for such series.

Under each Indenture, if an Event of Default occurs and is continuing with respect to a series, then either the Trustee or the holders of 25% or more in principal amount of the outstanding debt securities of the affected series (voting as a single class) may declare the principal (or such portion thereof as may be specified in the terms thereof) of all debt securities of all affected series (plus any interest accrued thereon) to be due and payable immediately (unless the principal of such series has already become due and payable). However, upon certain conditions, such declarations may be annulled and past defaults may be waived (except a continuing default in payment of principal of (or premium, if any) or interest on such debt securities) by the holders of a majority in principal amount of the outstanding debt securities of such affected series (treated as one class). If an Event of Default due to certain events of bankruptcy, insolvency or reorganization shall occur, the principal (or such portion thereof as may be specified in the terms thereof) of and interest accrued on all debt securities then outstanding shall become due and payable immediately, without action by the Trustees or the holders of any such debt securities.

Each Indenture will require the Trustee to give notice, within 90 days after the occurrence of default with respect to the securities of any series, of all defaults with respect to that series known to the Trustee (i) if any unregistered securities of that series are then outstanding, to the holders thereof, through the facilities of DTC in accordance with the applicable procedures of DTC (or another depository), and (ii) to all holders of registered securities of such series by way of mail, unless in each case such defaults have been cured before mailing or delivery. Except in the case of default in the payment of the principal of or interest on any of the securities of such series, or in the payment of any sinking fund installment on such series, the Trustee will be protected in withholding such notice if and so long as the Trustee's board of directors, the Trustee's executive committee or a trust committee of directors or trustees and/or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the holders of such series.

Each Indenture will entitle the Trustee, subject to the duty of the Trustee during a default to act with the required standard of care, to be indemnified by the holders of debt securities issued under such Indenture before proceeding to exercise any right or power under such Indenture at the request of such holders. Subject to such indemnification and certain other limitations, the holders of a majority in principal amount of the outstanding debt securities of each affected series issued under such Indenture (treated as one class) may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to such series. The Indentures will not require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the

performance of any of its duties or in the exercise of any of its rights or powers, if there are reasonable grounds for believing that the repayment of such funds or adequate indemnity against such liability is not reasonably assured to it.

Each Indenture will provide that no holder of debt securities of any series or of any coupon issued under such Indenture may institute any action against the Issuer under such Indenture (except actions for payment of overdue principal, premium, if any, or interest) unless (1) such holder previously shall have given to the Trustee written notice of default and continuance thereof, (2) the holders of not less than 25% in aggregate principal amount of the outstanding debt securities of each affected series issued under such Indenture (treated as one class) shall have requested the Trustee to institute such action and shall have offered and, if requested, provided the Trustee indemnity, (3) the Trustee shall not have instituted such action within 60 days of such request, and (4) the Trustee shall not have received direction inconsistent with such written request by the holders of a majority in principal amount of the outstanding debt securities of each affected series issued under such Indenture (treated as one class).

Each Indenture will contain a covenant that the Issuer will file annually with the Trustee a certificate stating whether or not the Issuer is in compliance (without regard to grace periods or notice requirements) with all conditions and covenants of such Indenture and, if the Issuer is not in compliance, describing the nature and status of the non-compliance.

Defeasance and Satisfaction and Discharge

Satisfaction and Discharge

Each Indenture will provide that the Issuer may defease, satisfy and be discharged from any and all obligations (except as described below) with respect to the debt securities of any series which have not already been delivered to the Trustee for cancellation and which have either become due and payable or are by their terms due and payable within one year (or scheduled for redemption within one year or will be scheduled for redemption within one year under arrangements reasonably satisfactory to the trustee) by irrevocably depositing with the Trustee, as trust funds, money or government obligations, which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient to pay at maturity (or upon redemption) the principal of (and premium, if any) and interest on such debt securities. Such defeasance and satisfaction and discharge will not apply to obligations related to the following (the "Surviving Obligations"):

- registration of the transfer or exchange of the debt securities of such series and of coupons appertaining thereto;
- Issuer's right to optional redemption, if any;
- substitution of mutilated, destroyed, lost or stolen debt securities of such series or coupons appertaining thereto;
- maintenance of an office or agency in respect of the debt securities of such series;
- receipt of payment of principal and interest on the stated due dates (but any rights of holders to force redemption of the debt securities does not survive);
- rights, obligations, duties and immunities of the Trustee; and
- rights of holders as beneficiaries of any trust created as described above for purposes of the defeasance.

Defeasance

In addition, each Indenture will provide that with respect to each series of debt securities issued under such Indenture, even if the debt securities will not become due and payable within one year, the Issuer may elect either (a) to defease and be discharged from all obligations with respect to the debt securities of such series (except for the Surviving Obligations) or (b) to be released from only the restrictions described under "Senior Debt," if applicable, and "Merger or Consolidation" and, to the extent specified in connection with the issuance of such series of debt securities, other covenants applicable to such series of debt securities,

by meeting certain conditions. Those conditions include depositing with the Trustee (or other qualifying trustee), in trust for such purpose, money (or, in the case of debt securities payable in U.S. dollars, U.S. government obligations, or in the case of debt securities payable in a currency other than U.S. dollars, foreign government obligations denominated in such currency, which through the payment of principal and interest in accordance with their terms will provide money) in an amount sufficient to pay at maturity (or upon redemption) the principal of (and premium, if any) and interest on the debt securities of such series. Such a trust may only be established if, among other things, the Issuer has delivered to the Trustee an opinion of counsel (as specified in the Indenture) to the effect that the beneficial owners of the debt securities of such series will not recognize income, gain or loss for United States federal income tax purposes as a result of such defeasance and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred. Such opinion, in the case of a defeasance under clause (a) above, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable United States federal income tax law occurring after the date of such Indenture.

The foregoing provisions relating to defeasance may be modified in connection with the issuance of any series of debt securities, and any such modification will be described in the applicable prospectus supplement.

Modification of the Indentures

Under each of the Indentures, the Issuer will be able to enter into supplemental indentures with the Trustee without the consent of the holders of debt securities in order to accomplish, among others, any of the following: (a) secure any debt securities, (b) evidence the assumption by a successor corporation of the Issuer's obligations, (c) add covenants or Events of Default for the protection of the holders of any debt securities, (d) cure any ambiguity or correct any inconsistency or mistake in such Indenture or add any other provision which shall not materially adversely affect the interests of the holders of the debt securities, (e) establish the forms or terms of debt securities of any series, (f) supplement any of the provisions of the Indenture as necessary to permit or facilitate the defeasance and discharge of any series of debt securities, (g) add additional guarantees or additional guarantors in respect of all or any series of debt securities under the Indentures, or (h) evidence the release and discharge of any guarantor from its obligations under its guarantees of all or any series of debt securities and its obligations under the Indentures in accordance with the terms of the Indentures.

Each Indenture will also contain provisions permitting the Trustee and the Issuer, with the consent of the holders of not less than a majority in principal amount of the debt securities of a series issued under such Indenture then outstanding and affected (including, without limitation, additional debt securities of such series, if any) voting as a single class, to add any provisions to, or change in any manner or eliminate any of the provisions of, such Indenture or modify in any manner the rights of the holders of the debt securities of each series so affected. However, the Issuer may not do any of the following without the consent of the holder of each outstanding debt security affected thereby:

- extend the final maturity of any debt security, or reduce the principal amount thereof,
- reduce the rate (or alter the method of computation) of interest thereon or extend the time for payment thereof,
- reduce (or alter the method of computation of) any amount payable on redemption or repayment thereof or extend the time for payment thereof,
- change the currency in which the principal thereof, premium, if any, or interest thereon is payable,
- reduce the amount payable upon acceleration,
- impair or affect the right to institute suit for the enforcement of any payment on any debt security when due,
- if the debt securities provide therefor, impair or affect any right of repayment at the option of the holder of such debt securities, or

- reduce the percentage in principal amount of debt securities of any series, the consent of the holders of which is required for any of the foregoing modifications.

The holders of a majority in aggregate principal amount of the outstanding debt securities of a series (including, without limitation, additional debt securities of such series, if any) voting as a single class may, on behalf of the holders of all debt securities of that series, waive compliance by the Issuer with certain restrictive covenants of the Indenture.

The holders of a majority in aggregate principal amount of the outstanding debt securities of a series (including, without limitation, additional debt securities of such series, if any) may, on behalf of the holders of all debt securities of that series, voting as a single class, generally waive any past default under the Indenture and the consequences of such default. However, a default in the payment of the principal of, or premium, if any, or any interest on, any debt security of that series or a default in respect of a covenant or provision of the Indenture that cannot be modified or amended without the consent of the holder of each outstanding debt security affected cannot be so waived.

Governing Law

Each Indenture will provide that it and the debt securities issued thereunder shall be deemed to be a contract under, and for all purposes shall be construed in accordance with, the laws of the State of New York. The guarantees also will be governed by New York law.

The Trustee

Each Indenture will provide that if an event of default occurs and is continuing, the Trustee must use the degree of care and skill of a prudent person in the conduct of such person's own affairs. The Trustee will become obligated to exercise any of its powers under the applicable Indenture at the request of any of the holders of any debt securities only after those holders have offered and, if requested, provided the Trustee indemnity satisfactory to it. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such directions are unduly prejudicial to any holder) or that would involve the Trustee in personal liability.

The Trustee may engage in other transactions with the Issuer. If it acquires any conflicting interest, however, it must eliminate that conflict or resign.

Paying Agents

Unless the Issuer informs you otherwise in the prospectus supplement, the Issuer will make payments on the debt securities in U.S. dollars or other applicable currency at the office of the applicable trustee or any paying agent the Issuer designates. At the Issuer's option, the Issuer may make payments by check mailed to the holder's registered address or, with respect to global debt securities, by wire transfer. Unless the Issuer informs you otherwise in the prospectus supplement, the Issuer will make interest payments to the person in whose name the debt security is registered at the close of business on the record date for the interest payment.

Unless the Issuer informs you otherwise in the prospectus supplement, the Issuer will designate the trustee under each Indenture as its paying agent for payments on debt securities it issues under that Indenture. The Issuer may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts.

SELLING SECURITYHOLDERS

Information about selling securityholders, where applicable, will be set forth in a prospectus supplement, in a post-effective amendment or in filings we will make with the SEC which will be incorporated into this prospectus by reference.

PLAN OF DISTRIBUTION

We, or the selling securityholders, may sell the securities being offered hereby in one or more of the following ways from time to time:

- directly to one or more purchasers;
- through agents;
- through underwriters;
- through dealers;
- through a block trade in which the broker or dealer engaged to handle the block trade will attempt to sell the securities as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- through a combination of any of these methods of sale; or
- by any other legally available means, which will be set forth in an applicable prospectus supplement if required.

We or the selling securityholders may sell the securities directly, for cash or in exchange for assets. In that event, no underwriters or agents would be involved. Offers to purchase the securities may be solicited by agents designated by us or the selling securityholders from time to time. Any such agent, who may be deemed to be an underwriter as that term is defined in the Securities Act of 1933, as amended (the "Securities Act"), involved in the offer or sale of any securities will be named, and any commissions payable by us or the selling securityholders to such agent will be set forth in the prospectus supplement relating to the securities. Unless otherwise indicated in the prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment. We or the selling securityholders may agree to indemnify any such agents against certain liabilities, including liabilities under the Securities Act. Such agents might also be customers of ours, or otherwise engage in transactions with or perform services for us or the selling securityholders in the ordinary course of business.

We or the selling securityholders may conduct an offering of the securities through underwriters (by entry into an underwriting agreement) from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. If we or the selling securityholders do so, we will name the underwriters and describe the terms of the sale of the securities to them in the prospectus supplement relating to the securities, which will be used by the underwriters to make resales of the securities. Underwriters may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more firms acting as underwriters. Unless we inform you otherwise in the prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to several conditions, and the underwriters will be obligated to purchase all the offered securities if they purchase any of them. The underwriters may change from time to time any public offering price and any discounts or concessions allowed or re-allowed or paid to dealers. We or the selling securityholders might agree to indemnify the underwriters against certain civil liabilities, including liabilities under the Securities Act, or contribution with respect to payments that the underwriters may make with respect to these liabilities. Such underwriters might also be customers of ours, or otherwise engage in transactions with or perform services for us or the selling securityholders in the ordinary course of business.

We or the selling securityholders may conduct an offering of the securities through dealers from time to time. If we or the selling securityholders do so, we would sell or transfer the securities to the dealer, who may be deemed to be an underwriter as that term is defined in the Securities Act, as principal. The dealer might then resell the securities to the public at varying prices to be determined by such dealer at the time of resale. We or the selling securityholders might agree to indemnify the dealers against certain civil liabilities, including liabilities under the Securities Act, or contribution with respect to payments that the dealers may make with respect to these liabilities. Such dealers might also be customers of ours, or otherwise engage in transactions with or perform services for us or the selling securityholders in the ordinary course of business.

We or the selling securityholder may also authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase securities from us at a particular public offering price pursuant to delayed delivery contracts ("Contracts") providing for payment and delivery on a particular date or dates. If we do so, we will describe such Contracts in the relevant prospectus supplement, including the price and date or prices and dates provided by such Contracts. Contracts may be entered into for a variety of reasons, including (without limitation) the need to assemble a pool of collateral, the need to match a refunding date or interest coupon date, or to meet the business needs of the purchaser. Each Contract will be for an amount not less than, and the aggregate principal amount of securities sold pursuant to Contracts shall not be less nor more than, the respective amounts stated in such prospectus supplement. Institutions with whom Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, education and charitable institutions and other institutions, but will in all cases be subject to our approval. Contracts will not be subject to any conditions except that (i) the purchase by a purchaser of the securities covered by its Contract shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such purchaser is subject and (ii) we shall have sold, and delivery shall have taken place to the underwriters named in the prospectus supplement, such part of the securities as is to be sold to them. The prospectus supplement will set forth the commission payable to agents, underwriters or dealers soliciting purchases of the securities pursuant to Contracts accepted by us. The underwriters and such agents or dealers will not have any responsibility in respect of the validity or performance of Contracts.

Each series of debt securities will be a new issue of securities with no established trading market. Any underwriters to whom debt securities are sold by us for public offering and sale may make a market in such debt securities, but such underwriters will not be obligated to do so and may discontinue any market making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for any debt securities or that active public markets for the debt securities will develop.

Each series of securities will be a new issue and, other than our common stock, which is listed on the NYSE, will have no established trading market. Any shares of common stock sold pursuant to a prospectus supplement will be listed on the New York Stock Exchange, subject to official notice of issuance, or on such other trading market on which our shares of common stock may be listed from time to time. We may elect to list any series of securities on an exchange, and in the case of common stock, on any additional exchange, but, unless otherwise specified in the applicable prospectus supplement, we shall not be obligated to do so. No assurance can be given as to the liquidity of the trading market for any of the securities or that active public markets for the securities will develop. Any underwriters to whom we sell securities for public offering and sale may make a market in the securities, but these underwriters will not be obligated to do so and may discontinue any market making activities at any time without notice.

In connection with an offering of securities pursuant to this prospectus, the underwriters may over-allot or effect transactions that stabilize or maintain the market prices of the securities offered hereby or our other securities at levels above those which might otherwise prevail in the open market. Any underwriter may engage in over-allotment, stabilizing and syndicate short covering transactions and penalty bids only in compliance with Regulation M under the Exchange Act. If we offer securities in an "at the market offering" as defined in Rule 415(a)(4) under the Securities Act, stabilizing transactions will not be permitted. Over-allotment involves sales in excess of the offering size, which creates a short position. Stabilizing transactions involve bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Syndicate short covering transactions involve purchases of securities in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit the underwriters to reclaim selling concessions from dealers when the securities originally sold by the dealers are purchased in covering transactions to cover syndicate short positions. These transactions may cause the price of the securities sold in an offering to be higher than it would otherwise be. They may effect such transactions on an exchange or in the over-the-counter market. If the underwriters commence such stabilizing, it may be discontinued at any time.

We will describe in a prospectus supplement (and any related free writing prospectus that we may authorize to be provided to you) the terms of the offering of securities, including, to the extent applicable:

- the name or names of any underwriters, dealers or agents;
- the purchase price of the securities being offered and the proceeds or property we will receive from the sale;
- any over-allotment options under which underwriters may purchase additional securities from us;
- any underwriting discounts or agency fees and other items constituting underwriters' or agents' compensation;
- any public offering price;
- any discounts or concessions allowed or re-allowed or paid to dealers; and
- any securities exchange or market on which the securities may be listed.

Any underwriters who are qualified market makers on the New York Stock Exchange may engage in passive market making transactions in the securities on the New York Stock Exchange in accordance with Rule 103 of Regulation M under the Exchange Act, during the business day prior to the pricing of the offering, before the commencement of offers or sales of the securities. Passive market makers must comply with applicable volume and price limitations and must be identified as passive market makers. In general, a passive market maker must display its bid at a price not in excess of the highest independent bid for such security; if all independent bids are lowered below the passive market maker's bid, however, the passive market maker's bid must then be lowered when certain purchase limits are exceeded. Passive market making may stabilize the market price of the securities at a level above that which might otherwise prevail in the open market and, if commenced, may be discontinued at any time.

The selling securityholders, if any, will act independently of Sysco Corporation and Sysco Holdings in making decisions with respect to the timing, manner and size of each sale of shares of common stock covered by this prospectus.

We, or any selling securityholders, may enter into option, share lending or other types of transactions that require us, or such selling securityholders, to deliver shares of common stock to an underwriter, broker or dealer, who will then resell or transfer the shares of common stock under this prospectus. We, or any selling securityholders, may enter into prepaid variable forward contracts or substantially similar transactions and the pledging of shares of common stock in connection therewith. We, or any selling securityholders, may also enter into hedging transactions with respect to the shares of common stock. For example, we, or any selling securityholders, may:

- enter into transactions involving short sales of shares of common stock by underwriters, brokers or dealers;
- sell shares of common stock short and deliver the shares to close out short positions;
- enter into option or other types of transactions that require us, or such selling securityholder, to deliver shares of common stock to an underwriter, broker or dealer, who will then resell or transfer the shares of common stock under this prospectus; or
- loan or pledge shares of common stock to an underwriter, broker or dealer, who may sell the loaned shares or, in the event of default, sell the pledged shares.

We, or any selling securityholders, may enter into derivative transactions with third parties, or sell shares of common stock not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell shares of common stock covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use shares of common stock pledged by us, or any selling securityholders, or borrowed from us, any selling securityholders or others to settle those sales or to close out any related open borrowings of shares of common stock, and may use shares of common stock received from us, or any selling securityholders, in settlement of those derivatives to close out any related

open borrowings of shares of common stock. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be identified in the applicable prospectus supplement (or a post-effective amendment).

A selling securityholder that is an entity may elect to make a pro rata in-kind distribution of shares of common stock to its members, partners or stockholders, or purchase or redeem interests held in such entity by its members, partners or stockholders in exchange for shares of common stock, in each case pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or stockholders (unless they are affiliates of ours) would thereby receive freely tradeable shares of common stock pursuant to the distribution. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the shares of common stock acquired in the distribution.

Shares of common stock may also be exchanged for satisfaction of the selling securityholders' obligations or other liabilities to their creditors. Such transactions may or may not involve brokers or dealers.

Offers to purchase the shares of common stock offered by this prospectus also may be solicited, and sales of such shares of common stock may be made, by us, or by selling securityholders, directly to institutional investors or others, who may be deemed to be underwriters within the meaning of the Securities Act with respect to any resale of such shares of common stock. The terms of any offer made in this manner will be included in the prospectus supplement relating to the offer.

The selling securityholders might not sell any shares of common stock under this prospectus. In addition, any shares of common stock covered by this prospectus that qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

Any selling securityholders may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act.

LEGAL MATTERS

The validity of the securities and the guarantees is being passed upon for Sysco Holdings and Sysco Corporation by Paul, Weiss, Rifkind, Wharton & Garrison LLP, New York, New York. Certain legal matters relating to offerings of the securities and the related guarantees will be passed upon on behalf of the applicable dealers, underwriters or agents by counsel named in the applicable prospectus supplement.

EXPERTS

Sysco Corporation

The consolidated financial statements of Sysco Corporation and its consolidated subsidiaries appearing in the 2026 Annual Report, and the effectiveness of Sysco Corporation and its consolidated subsidiaries' internal control over financial reporting as of June 27, 2026 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such financial statements are, and audited financial statements to be included in subsequently filed documents will be, incorporated herein by reference in reliance upon the reports of Ernst & Young LLP pertaining to such financial statements and the effectiveness of our internal control over financial reporting as of the respective dates (to the extent covered by consents filed with the SEC) given on the authority of such firm as experts in accounting and auditing.

Jetro Restaurant Depot

The audited historical financial statements of JRD Unico, Inc. and Affiliates incorporated in this prospectus by reference to Sysco Corporation's Current Report on Form 8-K dated September 14, 2026 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent auditors, given on the authority of said firm as experts in auditing and accounting.



SYSCO CORPORATION

12,345,679 Shares of

Common Stock

PROSPECTUS SUPPLEMENT

Joint Book-Running Managers

Goldman Sachs & Co. LLC

BofA Securities

BNP PARIBAS

BTIG

J.P. Morgan

PNC Capital Markets LLC

TD Securities

Wells Fargo Securities

Truist Securities

Co-managers

Barclays

BMO Capital Markets

Rabo Securities

Lloyds Securities

Scotiabank

Siebert Williams Shank

September 14, 2026
