

PetIQ, Inc.
230 East Riverside Drive
Eagle, Idaho 83616

October 25, 2024

To: Holders of PetIQ, Inc.
4.00% Convertible Senior Notes Due 2026 (CUSIP/ISIN:
71639TAB2/US71639TAB26)

and

Computershare Trust Company, N.A.
as Trustee, Paying Agent and Conversion Agent
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Department – PetIQ Administrator

Re: Notice of Common Stock Change Event, Notice of Execution of Supplemental Indenture, Notice of Fundamental Change Repurchase Right and Notice of Conversion Right and Make-Whole Fundamental Change

This notice (this “**Notice**”) is hereby given by PetIQ, Inc., a Delaware corporation (the “**Company**”), as required by and pursuant to the Indenture, dated May 19, 2020 (the “**Base Indenture**”), between the Company and Computershare Trust Company, N.A. (as successor to Wells Fargo Bank, National Association), as trustee (the “**Trustee**”), relating to the Company’s 4.00% Convertible Senior Notes due 2026 (the “**Notes**”). Capitalized terms used in this Notice, unless otherwise defined herein, have the meanings given to such terms in the Base Indenture, as amended, supplemented and modified by the Supplemental Indenture (as defined below) (the “**Indenture**”). A copy of the Base Indenture was filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “**SEC**”) on May 20, 2020. The Trustee also serves as Paying Agent and Conversion Agent under the Indenture.

On August 7, 2024, the Company, Gula Buyer Inc., a Delaware corporation (“**Parent**”), and Gula Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Parent (“**Merger Sub**”), entered into an Agreement and Plan of Merger (the “**Merger Agreement**”). Parent and Merger Sub are affiliates of the Bansk Group. The Company issued a press release publicly announcing execution of the Merger Agreement on August 7, 2024. Copies of the Merger Agreement and press release were filed as Exhibits 2.1 and 99.1, respectively, to the Company’s Current Report on Form 8-K filed with the SEC on August 7, 2024.

The Merger Agreement provides for, among other things and subject to the satisfaction or waiver of certain specified conditions set forth therein, the merger of Merger Sub with and into the Company (the “**Merger**”), with the Company surviving the

Merger as a wholly owned subsidiary of Parent. Pursuant to the Merger Agreement, each share of Class A common stock, par value \$0.001 per share, of the Company (the “**Common Stock**”) issued and outstanding immediately prior to the effective time of the Merger (the “**Effective Time**”) (other than shares of Common Stock held by Parent, Merger Sub or any other direct or indirect wholly owned subsidiary of Parent, shares of Common Stock owned by the Company or any direct or indirect wholly owned subsidiary of the Company (including shares held in treasury) and shares of Common Stock owned by stockholders who have properly made and not withdrawn or lost a demand for appraisal rights under Delaware law) was converted into the right to receive \$31.00 in cash, without interest and subject to applicable withholding taxes (the “**Merger Consideration**”). The Effective Time occurred on October 25, 2024.

The consummation of the Merger constitutes a Common Stock Change Event, a Fundamental Change and a Make-Whole Fundamental Change under the Base Indenture. The effective date of each of the Common Stock Change Event, Fundamental Change and Make-Whole Fundamental Change is October 25, 2024, the date of the Effective Time. As described below, the Base Indenture also provides that, as a result of the Common Stock Change Event, the Company and the Trustee were required to execute a supplemental indenture to change each Holder’s right to convert each \$1,000 principal amount of Notes into the right to convert each \$1,000 principal amount of Notes into the kind and amount of other securities, cash or other property (which in the case of the Merger is cash, based on the Merger Consideration) that a holder of one (1) share of Common Stock would be entitled to receive upon the occurrence of the Effective Time (a “**Reference Property Unit**”), *multiplied by* the Conversion Rate in effect on the applicable Conversion Date.

As described below, the Base Indenture further provides that, as a result of the Fundamental Change and the Make-Whole Fundamental Change, each Holder of the Notes will have the right either to require the Company to repurchase its Notes or, alternatively, to surrender the Holder’s Notes for conversion. Additional Shares will be added to the Conversion Rate for Notes surrendered for conversion in connection with the Make-Whole Fundamental Change, pursuant to Section 5.07 of the Base Indenture.

This Notice constitutes notice of the following, all as described in more detail below:

1. Notice of Common Stock Change Event, Effective Date of Merger and Date as of Which Reference Property Units Underlie Notes
2. Notice of Execution of Supplemental Indenture
3. Fundamental Change Repurchase Right: Notice of Effective Date of Fundamental Change, Fundamental Change Repurchase Date and Fundamental Change Repurchase Price

4. Conversion Rights: Notice of Make-Whole Fundamental Change Effective Date, Make-Whole Fundamental Change Conversion Period and Conversion Rate

You should review this Notice carefully and consult with your own financial and tax advisors. You must make your own decision as to whether or not to surrender your Notes for repurchase or to exercise your conversion rights (if at all) and, if so, the timing of the conversion and the amount of Notes to surrender or convert. None of the Company, Parent, Merger Sub, the Trustee, the Paying Agent, the Conversion Agent or any of their respective affiliates are making any representation or recommendation to any Holder as to whether Holders should elect to require the Company to repurchase their Notes or convert their Notes or take or decline taking any other action.

NOTICE OF COMMON STOCK CHANGE EVENT, EFFECTIVE DATE OF MERGER AND DATE AS OF WHICH REFERENCE PROPERTY UNITS UNDERLIE NOTES

The Merger constitutes a Common Stock Change Event under Section 5.09 of the Base Indenture. The date on which the Merger became effective and the date as of which Reference Property Units underlie the Notes as a result of the Merger is October 25, 2024.

NOTICE OF EXECUTION OF SUPPLEMENTAL INDENTURE

On October 25, 2024, the Company and the Trustee entered into the supplemental indenture as permitted under Section 8.01(F) of the Base Indenture (the “**Supplemental Indenture**”). The Supplemental Indenture provides that, at and after the effective time of the Merger, the right to convert each \$1,000 principal amount of Notes was changed to a right to convert such principal amount of Notes into solely cash in an amount equal to the Conversion Rate in effect on the relevant Conversion Date (as may be increased by any Additional Shares), *multiplied by* the Merger Consideration, and the Company will be deemed to elect Physical Settlement in respect of all conversions the Conversion Date of which occurs on or after the effective date of such Common Stock Change Event and will pay the cash due upon such conversions no later than the fifth (5th) Business Day after the relevant Conversion Date. Please see below under “Conversion Rights” for information on the Conversion Rate and adjustments to the Conversion Rate in connection with the Make-Whole Fundamental Change.

A copy of the Supplemental Indenture has been filed by the Company with the SEC as an exhibit to a Current Report on Form 8-K on or around October 25, 2024, and the foregoing description of the Supplemental Indenture is qualified in its entirety by reference to the Supplemental Indenture.

FUNDAMENTAL CHANGE REPURCHASE RIGHT

Notice of Effective Date of Fundamental Change, Fundamental Change Repurchase Date and Fundamental Change Repurchase Price

The effective date of the Fundamental Change resulting from the consummation of the Merger is October 25, 2024. Pursuant to Section 4.02 of the Base Indenture, each Holder will have the right (the “**Fundamental Change Repurchase Right**”) to require the Company to repurchase for cash all or any portion of such Holder’s Notes with an aggregate principal amount that is equal to \$1,000, or an integral multiple of \$1,000, on November 25, 2024 (the “**Fundamental Change Repurchase Date**”), in accordance with and subject to the satisfaction by the Holders of the requirements set forth in Section 4.02 of the Base Indenture. The Company will repurchase such Notes at a price (the “**Fundamental Change Repurchase Price**”) equal to 100% of the principal amount thereof. Notwithstanding such repurchase of a Holder’s Notes, the Holder of such Notes at 5:00 p.m. (New York City time) on November 15, 2024 will receive, on December 2, 2024, the unpaid interest that would have accrued on such Notes to, but excluding, December 1, 2024, which will be \$20.00 per \$1,000 principal amount of Notes.

In order to exercise the Fundamental Change Repurchase Right, the Holder must surrender its Notes for repurchase and comply with the rules and procedures of the Depository on or prior to 5:00 p.m. (New York City time) on November 22, 2024, the Business Day immediately preceding the Fundamental Change Repurchase Date (the “**Fundamental Change Expiration Time**”), as further described below under “—Repurchase Procedures.” In order to withdraw any Notes that have been previously surrendered for repurchase, the Holder must submit a notice of withdrawal with respect to such Notes to the Paying Agent at any time prior to the Fundamental Change Expiration Time, as further described below under “—Withdrawal Procedures.”

The maturity date with respect to the Notes (the “**Maturity Date**”) is June 1, 2026, unless earlier converted or repurchased pursuant to the terms of the Indenture. If a Holder does not exercise either its conversion rights or repurchase rights and such Holder’s Notes remain outstanding, then such Holder’s Notes will be repaid on the Maturity Date for a sum equal to 100% of the principal amount of the Notes, plus any accrued and unpaid interest thereon.

Neither the Company nor its Board of Directors or employees are making any recommendation as to the Holders as to whether to exercise or refrain from exercising the Fundamental Change Repurchase Right. Each Holder must make its own decision whether to exercise such right and, if so, the principal amount of Notes for which to exercise such right.

IMPORTANT: The Fundamental Change Repurchase Price that you will receive if you validly exercise the Fundamental Change Repurchase Right will be less than the value that you would receive upon conversion of the Notes, as described below under “Conversion Rights—Conversion Rate and Make-Whole Adjustment.” If you have surrendered an interest in the Global Note pursuant to the

Fundamental Change Repurchase Right and have not validly withdrawn such surrendered interest in the Global Note in accordance with Section 4.02 of the Base Indenture, you may not surrender such Notes for conversion.

Repurchase Procedures

The Trustee has informed the Company that, as of the date of this Notice, The Depository Trust Company (the “**Depository**”) is the sole registered Holder of the Notes, all custodians and beneficial holders of the Notes hold the Notes through DTC accounts and there are no certificated Notes in non-global form. Under Section 4.02 of the Base Indenture, to surrender for repurchase a beneficial interest in a Note represented by a Global Note, the beneficial owner must comply with the rules and procedures of the Depository and deliver by book-entry transfer of the Notes the interest in the Global Note to be repurchased in compliance with the applicable procedures of the Depository for surrendering interests in Global Notes prior to the Fundamental Change Expiration Time. The Paying Agent will notify the Company of the receipt by it of any interest in the Global Note tendered pursuant to the Fundamental Change Repurchase Right promptly following the Fundamental Change Expiration Time.

The Paying Agent and Conversion Agent is: Computershare Trust Company, N.A.

The Trustee is acting as the Paying Agent and Conversion Agent, and its address is as follows:

Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Department – PetIQ Administrator

Withdrawal Procedures

A surrender of an interest in the Global Note pursuant to the Fundamental Change Repurchase Right may be withdrawn (in whole or in part) by written notice of withdrawal delivered to the Paying Agent through DTC at any time prior to the Fundamental Change Expiration Time, specifying:

- (i) the aggregate principal amount of Notes with respect to which such notice of withdrawal is being submitted, which must be \$1,000 or an integral multiple of \$1,000 in excess thereof; and
- (ii) the aggregate principal amount, if any, of Notes that remains subject to such repurchase, which must be \$1,000 or an integral multiple of \$1,000 in excess thereof;

provided, however, that the notice of withdrawal must comply with the applicable procedures of the Depository.

CONVERSION RIGHTS

Notice of Conversion Rights, Make-Whole Fundamental Change Effective Date, Make-Whole Fundamental Change Conversion Period and Conversion Rate

The effective date of the Make-Whole Fundamental Change resulting from the consummation of the Merger is October 25, 2024. As an alternative to requiring the Company to repurchase a Holder's Notes, the Notes may be surrendered for conversion at any time beginning on October 25, 2024, until 5:00 p.m. (New York City time) on November 22, 2024 (the Business Day immediately prior to the Fundamental Change Repurchase Date) (the "**Make-Whole Fundamental Change Conversion Period**"). In accordance with Section 5.09 of the Base Indenture and Article 2 of the Supplemental Indenture, Holders who surrender their Notes for conversion from and after the Effective Time of the Merger will receive solely cash in an amount equal to the Conversion Rate in effect on the relevant Conversion Date (as may be increased pursuant to Section 5.07 of the Base Indenture as described below), *multiplied by* the Merger Consideration, and will not receive any shares of Common Stock.

Any interest in the Global Note surrendered by a beneficial owner pursuant to the Fundamental Change Repurchase Right may be converted only if the beneficial owner withdraws the surrender of the interest in the Global Note pursuant to the Fundamental Change Repurchase Right as described under "Fundamental Change Repurchase Right—Withdrawal Procedures" above.

Conversion Rate and Make-Whole Adjustment

The Conversion Rate in effect immediately prior to the Make-Whole Fundamental Change is 33.7268 shares of Common Stock per \$1,000 principal amount of Notes (the "**Base Conversion Rate**"). Additional Shares will be added to the Base Conversion Rate for Notes that are converted during the Make-Whole Fundamental Change Conversion Period, pursuant to Section 5.07 of the Base Indenture. Accordingly, the Conversion Rate of any Notes surrendered for conversion during the Make-Whole Fundamental Change Conversion Period (the "**Make-Whole Conversion Rate**") will be equal to the Base Conversion Rate *plus* the Additional Shares.

Pursuant to the Merger Agreement, upon the consummation of the Merger, each share of Common Stock was converted into the right to receive \$31.00 in cash, without interest, less any applicable withholding taxes. Therefore, any Notes that are surrendered for conversion during the Make-Whole Fundamental Change Conversion Period will be converted into the right to receive an amount in cash equal to approximately \$1,174.56 per \$1,000 principal amount of Notes, based on a Make-Whole Conversion Rate equal to 37.8892 per \$1,000 principal amount of Notes (determined by adding (i) the Base Conversion Rate *plus* (ii) Additional Shares of 4.1624) *multiplied by* \$31.00.

Upon the expiration of the Make-Whole Fundamental Change Conversion Period at 5:00 p.m., New York City time, on November 22, 2024, the Conversion Rate will automatically, without further notice, return to the Base Conversion Rate.

Accordingly, if any Holder fails to convert its Notes during the Make-Whole Fundamental Change Conversion Period, that Holder will lose its right to convert its Notes at the increased Make-Whole Conversion Rate.

Convertibility After the Make-Whole Fundamental Change Conversion Period

After the Make-Whole Fundamental Change Conversion Period, the Notes will no longer be convertible solely on account of the Make-Whole Fundamental Change.

Any Holder converting its Notes after the Make-Whole Fundamental Change Conversion Period will not be entitled to receive the Make-Whole Conversion Rate. Notes that are surrendered for conversion following the Make-Whole Fundamental Change Conversion Period will be converted into the right to receive an amount in cash equal to approximately \$1,045.53 per \$1,000 principal amount of Notes, based on a Conversion Rate equal to 33.7268 per \$1,000 principal amount of Notes *multiplied by* \$31.00.

Conversion Procedures

A Holder may convert all or any portion of its Notes in accordance with Section 5.02 of the Base Indenture, but only if that portion is an integral multiple of \$1,000 in principal amount. The Trustee has informed the Company that, as of the date of this Notice, the Depository is the sole registered Holder of the Notes, all custodians and beneficial holders of the Notes hold the Notes through DTC accounts and there are no certificated Notes in non-global form. To convert a beneficial interest in a Note that is a Global Note, the beneficial owner must comply with the applicable procedures of the Depository to cause to be delivered to the Conversion Agent through the facilities of the Depository the interest in the Global Note to be converted, accompanied by:

- payment of any interest payable on the Notes in accordance with Section 5.02(D) of the Base Indenture; and
- payment of any documentary, stamp or similar issue or transfer tax or duty in accordance with Section 5.02(E) of the Base Indenture.

The Conversion Agent is: Computershare Trust Company, N.A.

The Trustee is acting as the Conversion Agent, and its address is as follows:

Computershare Trust Company, N.A.
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Department – PetIQ Administrator

The above-referenced CUSIP and ISIN numbers are included solely for the convenience of the Holders of the Notes. No representation is made as to the correctness of such numbers either as printed on the Notes or as indicated in this Notice.

None of the Company, Parent, Merger Sub, the Trustee, the Paying Agent, the Conversion Agent or any of their respective affiliates or any other person will be under any duty to give notification of any defects or irregularities in tenders or conversions, or withdrawal of tenders, or incur any liability for failure to give any such notification.

PETIQ, INC.