

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

May 20, 2022

(Date of earliest event reported: May 19, 2022)

COVETRUS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38794
(Primary Standard Industrial
Classification Code Number)

83-1448706
(I.R.S. Employer
Identification No.)

7 Custom House Street
Portland, ME 04101
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(888) 280-2221**

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.01 per share	CVET	NASDAQ Global Select Market

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

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

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

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

Item 1.01. Entry into a Material Definitive Agreement.

On May 19, 2022, Covetrus, Inc. (the “Company”) acknowledged that the Company had received a non-binding proposal (the “Proposal”) from funds affiliated with Clayton, Dubilier & Rice, LLC (“CD&R”) and TPG Global, LLC (collectively, the “Sponsors”) to acquire all of the Company’s outstanding shares of common stock not already owned by the Sponsors or their affiliates for cash consideration of \$21.00 per share. The board of directors of the Company (the “Board”) previously formed a transaction committee of directors (the “Transaction Committee”) comprising non-management directors that are independent of CD&R.

Prior to the making of the Proposal, the Company granted CD&R a limited waiver (the “Limited Waiver”) of the standstill restrictions contained in the Investment Agreement, dated April 30, 2020, by and among the Company and CD&R VFC Holdings, L.P., an affiliate of CD&R, in order to permit the submission of the Proposal (as well as to permit CD&R to engage with the Company (through the Transaction Committee or as otherwise directed) to pursue, develop and, if later approved by the Board upon the recommendation of the Transaction Committee, enter into the transaction contemplated by the Proposal).

The foregoing description of the Limited Waiver does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Limited Waiver, a copy of which is attached as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Limited Waiver, dated May 19, 2022

SIGNATURES

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

Covetrus, Inc.

Date: May 20, 2022

By: /s/ Margaret B. Pritchard
Name: Margaret B. Pritchard
Title: Interim General Counsel & Corporate Secretary

May 19, 2022

CD&R VFC Holdings, L.P.
c/o Clayton, Dubilier & Rice, LLC 375 Park Avenue, 18th Floor
New York, New York 10152
Attention: Sarah Kim Email: skim@cdr-inc.com

Re: Investment Agreement – Limited Waiver

Ladies and Gentleman:

Reference is made to that certain Investment Agreement, dated as of April 30, 2020 (the “**Investment Agreement**”), by and among Covetrus, Inc., a Delaware corporation (the “**Company**”) and CD&R VFC Holdings, L.P., a Cayman Islands exempted limited partnership (“**CD&R Holdings**”) and, together with its Affiliates, the “**CD&R Investors**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Investment Agreement.

Prior to the date hereof, the Board of Directors of the Company (the “**Board**”) established a transaction committee (the “**Transaction Committee**”) for the purpose of, among other things, considering whether it would be appropriate for the Company to consider a potential transaction in which a third party, including one or more of the CD&R Investors, would acquire all of the outstanding shares of Common Stock of the Company (a “**Potential Transaction**”). Acting upon the unanimous recommendation of the Transaction Committee, the Company hereby waives, and shall not enforce, the obligations of CD&R Holdings and its Affiliates pursuant to Section 5.07 of the Investment Agreement as and solely to the extent necessary to permit one or more of the CD&R Investors, together with TPG Global, LLC and its Affiliates, to (i) make a proposal to the Company (which shall be directed to the Transaction Committee) for a Potential Transaction (the “**Proposal**”); (ii) publicly disclose that one or more of the CD&R Investors has made the Proposal to the Company, along with the CD&R Investors’ intention to seek to engage in the Potential Transaction referenced in the Proposal, by filing amendments to the statements on Schedules 13D and 13D/A previously filed by the CD&R Investors, as applicable, in compliance with the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) (*provided* that the CD&R Investors shall provide the Company with a reasonable opportunity to review and comment on drafts of such amendments and shall consider in good faith all comments reasonably proposed by the Company in connection therewith), and (iii) to further engage with the Company (through the Transaction Committee, unless otherwise directed) to pursue, develop and, if later approved by the Board upon the recommendation of the Transaction Committee, enter into the Potential Transaction, including negotiating the terms thereof, conducting due diligence, obtaining financing and engaging in other reasonably necessary activities customarily associated with the negotiation of a consensual transaction in the nature of the Potential Transaction (the “**Limited Waiver**”). It is explicitly understood and agreed that the Limited Waiver may be revoked at any time in the Company’s sole discretion (acting through the Transaction Committee, unless the Transaction Committee otherwise determines) prior to the execution of a definitive transaction agreement between the Company and one or more of the CD&R Investors with respect to the Potential Transaction (a “**Definitive Agreement**”) or in the event the parties determine to cease discussions relating to the Proposed Transaction; *provided* that, if a Definitive Agreement is terminated for any reason, the right of the Company (acting through the Transaction Committee, unless the Transaction Committee otherwise determines) to revoke the Limited Waiver shall be restored in all respects, it being understood that no such revocation shall retroactively invalidate any statement or action of any CD&R Investor made or taken during the period during which the Limited Waiver was in effect so long as such statement or action was not, at the time made or taken, in breach of the Limited Waiver. The Limited Waiver is in full reservation of, and without any waiver of or agreement not to enforce, all other rights and obligations in the Investment Agreement, which remains in full force and effect in all other respects.

This letter agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed letter agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this letter agreement. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without

giving effect to the principles of conflicts of law thereof. For purposes of this letter agreement, the term “affiliate” shall be as such term is defined under the Exchange Act and the term “person” shall be broadly interpreted to include any corporation, partnership, group, governmental body, individual or other entity.

[Signature Pages Follow]

Very truly yours,

COVETRUS, INC.

/s/ Benjamin Wolin

By: Benjamin Wolin

Title: President and Chief Executive Officer

ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST SET
FORTH ABOVE BY:

CD&R VFC HOLDINGS, L.P.

By: CD&R Investment Associates IX, Ltd., its general partner

/s/ Rima Simson

By: Rima Simson

Title: Vice President, Treasurer and Secretary

Cc:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Paul S. Bird
Email: psbird@debevoise.com