



STOCK SUBSCRIPTION AGREEMENT

The Board of Directors of United Animal Health, Inc., (the Corporation) has authorized the offering of shares of its Class B Common Stock to certain of its current non-employee shareholders and certain of its employees pursuant to the Employee Stock Purchase Plan of the Corporation.

If you wish to purchase shares, please carefully review (including the information on the reverse side), complete, and sign this Stock Subscription Agreement and return it to Vickie Vandergrift at the Corporation's administrative office, 322 S. Main Street, Sheridan, IN 46069-1113, by no later than May 31, 2021. Any Stock Subscription Agreement received by the Corporation after May 31, 2021 will not be accepted.

By way of *not* returning this notice, you hereby *REJECT* the Corporation's offer to purchase shares of Class B Common Stock of United Animal Health, Inc.

_____ I hereby **ACCEPT** the Corporation's offer to sell me shares of Class B Common Stock of United Animal Health, Inc. and subscribe as follows:

I desire to purchase _____ shares at a purchase price of \$35.00 per share for a total purchase price of \$_____. A check in the amount of the total purchase price has been delivered to the Corporation with this Subscription Agreement.

By accepting this offer, I am making the representations, warranties, and acknowledgements set forth on the back of this agreement, all of which I have read and understand. This Stock Subscription Agreement is subject to the terms and conditions set forth in the accompanying Confidential Offering Memorandum. You should read the Confidential Offering Memorandum carefully and consult qualified advisors as appropriate.

If you have questions regarding the Corporation and this offer, you are invited to call the Corporation's office (317-758-4495) to obtain answers to your questions.

In Witness Whereof, the undersigned has executed this Agreement.

Signature

Date

First Name Middle Initial Last Name

State of Residence

REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS FOR STOCK SUBSCRIPTION AGREEMENT

The individual executing this Subscription Agreement (the “Purchaser”) hereby represents, warrants, and acknowledges as follows:

1. The purchaser has received and reviewed a copy of (i) the Confidential Offering Memorandum dated May 31, 2021 relating to the sale of Class B Common Stock, and (ii) the annual report containing the audited or reviewed financial statements for the Corporation. The Purchaser understands that the purchase price for the shares that are the subject of this Agreement is the value of the shares as of the end of the most recent valuation report based on an independent appraisal conducted by BKD, LLP, Certified Public Accountants. The Purchaser acknowledges that he has had an opportunity to ask questions of, and receive answers from, the corporation’s officers and others acting on their behalf concerning these financial statements, the Corporation’s business condition and prospects, and the value of the Class B Common Stock.
2. The Purchaser understands that holders of Class B Common Stock of the Corporation are not entitled to vote at meetings of the Corporation’s shareholders except under limited circumstances.
3. The Purchaser understands that the shares of Class B Common Stock purchased under this Agreement (the “Shares”) will be subject to certain restrictions on their transferability set forth in the Corporation’s Code of By-Laws. Under these restrictions, the Purchaser will not be able to transfer the Shares except under limited circumstances. For example, the Purchaser will not be able to sell his or her Shares to another party unless he or she first offers his or her Shares for sale to the Corporation on the same terms and conditions as the proposed sale to the other party, and the Purchaser will not be able to give the Shares to any party unless the value of the Shares to be given is at least \$10,000 and the person to whom the shares are given is the Purchaser’s child, spouse, or the spouse of one of his or her children. Furthermore, under these restrictions, a Purchaser’s Shares must be offered for sale to the Corporation upon the shareholder’s death or, if the Purchaser was an employee at the time of purchasing the Shares, upon the termination (for any reason) of the Purchaser’s employment.
4. The Purchaser is a resident of the state listed on the front page of this Agreement.
5. The Purchaser understands that the Shares have not been registered under the Securities Act of 1933, as amended (the “Act”), or any state securities law, in reliance on exemptions therefrom, and further understands that the Shares have not been approved by the U.S. Securities and Exchange Commission or any other federal or state agency.
6. The Purchaser is acquiring the Shares for the Purchaser’s own account, for investment purposes only, and not with a view to the sale or other distribution thereof, in whole or in part.
7. The Purchaser is aware of the substantial restrictions on the transferability arising from the fact that the Shares have not been registered under the Act and that, therefore, the Shares cannot legally be sold unless they are subsequently registered under the Act or an exemption from such registration is available.
8. The Purchaser understands that there is no public market for the Shares. From time to time, the Corporation may offer to purchase shares of the Class B Common Stock; however, the Corporation is under no obligation to make such an offer in the future, and there is no guarantee that the Corporation will make such an offer in the future.
9. The Purchaser understands that the Corporation has offered only a limited number of shares of Class B Common Stock for sale and that, in the event subscriptions are received for a number of shares in excess of this limited number, the Purchaser may be required to purchase a number of shares of Class B Common Stock smaller than that indicated on the first page of this Stock Subscription Agreement unless the Board of Directors of the Corporation approves an increase in the limit.
10. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.