

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended April 27, 2019  
OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 0-20572

**PATTERSON COMPANIES, INC.**  
(Exact name of registrant as specified in its charter)

Minnesota  
(State or other jurisdiction of  
incorporation or organization)

41-0886515  
(I.R.S. Employer  
Identification No.)

1031 Mendota Heights Road  
St. Paul, Minnesota 55120  
(Address of principal executive offices including Zip Code)

Registrant's telephone number, including area code: (651) 686-1600

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of exchange on which registered</u>
Common Stock, par value \$.01	PDCO	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer

Smaller reporting company  Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of voting common equity held by non-affiliates, computed by reference to the price at which the common equity was last sold as of the last business day of the registrant's most recently completed second fiscal quarter (October 27, 2018) was approximately \$2,150,000,000 (For purposes of this calculation all of the registrant's executive officers and directors are deemed affiliates.)

As of June 18, 2019, there were 95,319,000 shares of Common Stock of the registrant issued and outstanding.

**Documents Incorporated By Reference**

Portions of the registrant's definitive proxy statement to be filed pursuant to Regulation 14A within 120 days after the registrant's fiscal year-end of April 27, 2019 are incorporated by reference into Part III.

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**PART I****Item 1. BUSINESS**

Certain information of a non-historical nature contained in Items 1, 2, 3 and 7 of this Form 10-K includes "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. When used in this Form 10-K, the words "anticipates," "plans," "believes," "estimates," "intends," "expects," "projects," "will" and similar expressions may identify forward-looking statements, although not all forward-looking statements contain such words. Such statements, including, but not limited to, our statements regarding business strategy, growth strategy, competitive strengths, productivity and profitability enhancement, competition, new product and service introductions and liquidity and capital resources, are based on management's beliefs, as well as on assumptions made by and information currently available to management, and involve various risks and uncertainties, some of which are beyond our control. Our actual results could differ materially from those expressed in any forward-looking statement made by us or on our behalf. Reference is made to "Risk Factors" in Item 1A and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 of this Form 10-K, for a discussion of certain factors that could cause actual operating results to differ materially from those expressed in any forward-looking statements. In light of these risks and uncertainties, there can be no assurance that the forward-looking information will in fact prove to be accurate. We have undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

**General**

Patterson Companies, Inc. is a value-added specialty distributor serving the U.S. and Canadian dental supply markets and the U.S., Canadian and U.K. animal health supply markets. Patterson operates through its two strategic business units, Patterson Dental and Patterson Animal Health, offering similar products and services to different customer bases. Each business has a strong competitive position, serves a highly fragmented market that offers consolidation opportunities and offers relatively low-cost consumable supplies, which makes our value-added business proposition highly attractive to our customers. We believe that we have a strong brand identity as a value-added, full-service distributor with broad product and service offerings, having begun distributing dental supplies in 1877.

The following table sets forth consolidated net sales (in millions) by segment.

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Dental	\$ 2,192	\$ 2,196	\$ 2,390
Animal Health	3,355	3,243	3,160
Corporate	28	27	43
Consolidated net sales	\$ 5,575	\$ 5,466	\$ 5,593

Our strategically located fulfillment centers enable us to better serve our customers and increase our operating efficiency. This infrastructure, together with broad product and service offerings at competitive prices, and a strong commitment to customer service, enables us to be a single source of supply for our customers' needs. Our infrastructure also allows us to provide convenient ordering and rapid, accurate and complete order fulfillment.

Electronic commerce solutions have become an integral part of dental and animal health supply and distribution relationships. Our distribution business is characterized by rapid technological developments and intense competition. The continuing advancement of online commerce requires us to cost-effectively adapt to changing technologies, to enhance existing services and to develop and introduce a variety of new services to address the changing demands of consumers and our customers on a timely basis, particularly in response to competitive offerings. We believe that our tradition of reliable service, our name recognition and large customer base built on solid customer relationships, position us well to participate in this significant aspect of the distribution business. We continue to explore methods to improve and expand our Internet presence and capabilities, including our online commerce offerings and our use of various social media outlets.

Patterson became publicly traded in 1992 and is a corporation organized under the laws of the state of Minnesota. We are headquartered in St. Paul, Minnesota. Our principal executive offices are located at 1031 Mendota Heights Road, St. Paul, Minnesota, and our telephone number is (651) 686-1600. Unless the context specifically requires otherwise, the terms the "Company," "Patterson," "we," "us" and "our" mean Patterson Companies, Inc., a Minnesota corporation, and its consolidated subsidiaries.

## **The Specialty Distribution Markets We Serve**

We provide manufacturers with cost effective logistics and high-caliber sales professionals to access a geographically diverse customer base, which is critical to the supply chain for the markets we serve. We provide our customers with an array of value-added services, a dedicated and highly skilled sales team, and a broad selection of products through a single channel, thereby helping them efficiently manage their ordering process. Due in part to the inability of our customers to store and manage large quantities of supplies at their locations, the distribution of supplies and small equipment has been characterized by frequent, small-quantity orders, and a need for rapid, reliable and substantially-complete order fulfillment. Supplies and small equipment are generally purchased from more than one distributor, with one generally serving as the primary supplier.

We believe that consolidation within the industry will continue as distributors, particularly those with limited financial, operating and marketing resources, seek to combine with larger companies that can provide growth opportunities. This consolidation also may continue to result in distributors seeking to acquire companies that can enhance their current product and service offerings or provide opportunities to serve a broader customer base.

### ***Dental Supply Market***

The dental supply market we serve consists of a sizeable geographically dispersed number of highly fragmented dental practices. Customers range in size from sole practitioners to large group practices or service organizations. According to the American Dental Association and the Canadian Dental Association, there are approximately 198,000 dentists practicing in the U.S. and 22,000 dentists practicing in Canada, respectively. We believe the average dental practitioner purchases supplies from more than one supplier.

We believe the North American dental supply market continues to experience growth due to an increasing population, an aging population, advances in dentistry, demand for general, preventive and specialty services, increasing demand for new technologies that allow dentists to increase productivity, demand for infection control products, and insurance coverage by dental plans.

We support dental professionals through the many stock keeping units ("SKUs") that we offer, as well as through important value-added services, including practice management software, electronic claims processing, financial services and continuing education, all designed to help maximize a practitioner's efficiency.

### ***Animal Health Supply Market***

The animal health supply market is a mix of production animal supply, which primarily consists of beef and dairy cattle, poultry and swine, and other food-producing animals, and companion animal supply, which primarily consists of dogs, cats and horses. Similar to the dental supply market, the animal health supply market is highly fragmented and diverse. Our production animal customers include large animal veterinarians, beef producers (cow/calf, stocker and feedlots), dairy producers, poultry producers, swine producers and retail customers. According to the American Veterinary Medical Association, there are more than 70,000 veterinarians in private practice in the U.S. and Canada. Furthermore, there are approximately 20,000 veterinarians in the U.K. practicing in veterinary outlets; however, we believe there has been a shift in the U.K. market toward consolidation of veterinary practices. National Veterinary Services Limited, our veterinary products distributor in the U.K., has the highest percentage of buying groups and corporations as customers compared to its competitors.

We believe the animal health supply market continues to experience growth. We support our animal health customers through the distribution of biologicals, pharmaceuticals, parasiticides, supplies and equipment and by actively engaging in the development, sale and distribution of inventory, accounting and health management systems. Within the companion animal supply market, we anticipate increasing demand for veterinary services due to the following factors: the increasing number of households with companion animals, increased expenditures on animal health and preventative care, an aging pet population, advancements in animal health products and diagnostic testing, and extensive marketing programs sponsored by companion animal nutrition and pharmaceutical companies.

Product sales in the production animal supply market are impacted by volatility in commodity prices such as milk, grains, livestock and poultry. Changes in weather patterns also influence how long cattle will graze and consequently the number of days an animal is on feed during a finishing phase. In addition, changes in the general economy can shift the number of animals treated, the timing of when animals are treated, to what extent they are treated and with which products they are treated. Historically, sales in this market have been largely driven by spending on animal

health products to improve productivity, weight gain and disease prevention, as well as a growing focus on safety and efficiency in livestock production. Within the production animal supply market, we anticipate an increasing demand for protein as consumption continues to increase with the growing population.

## Competition

The distribution industry is highly competitive. It consists principally of national, regional and local full-service distributors, mail-order distributors and, increasingly, online commerce. To a lesser extent, we also compete with mail order distributors and buying groups. Substantially all of the products we sell are available to customers from a number of suppliers. In addition, our competitors could obtain exclusive rights from manufacturers to market particular products. Some manufacturers also sell directly to end-users, thereby eliminating or reducing our role and that of other distributors.

We compete with other distributors, as well as several manufacturers, of dental and animal health products, on the basis of price, breadth of product line, customer service and value-added products and services. To differentiate ourselves from our competition we deploy a strategy of premium customer service with multiple value-added components, a highly qualified and motivated sales force, highly-trained and experienced service technicians, an extensive breadth and mix of products and services, technology solutions allowing customers to easily access our inventory, accurate and timely delivery of product, strategic location of sales offices and fulfillment centers, and competitive pricing.

In the U.S. and Canadian dental supply market, we compete against Henry Schein, Inc., Benco Dental Supply Company, Burkhardt Dental Supply and hundreds of distributors that operate on a regional or local level, or online. Also, as noted above, some manufacturers sell directly to end users. With regard to our dental practice management software, we compete against numerous companies, including Carestream Health, Inc. and Henry Schein, Inc.

In the U.S. and Canadian animal health supply market, our primary competitors are AmerisourceBergen and Covetrus, Inc., following Henry Schein, Inc.'s spin-off of its animal health business. We also compete against a number of regional and local animal health distributors, as well as a number of manufacturers, including pharmaceutical companies that sell directly to production animal operators, animal health product retailers and veterinarians. We face significant competition in the animal health supply market in the U.K., where we compete on the basis of price and customer service with several large competitors, including Covetrus, Inc. and AmerisourceBergen. We also compete directly with pharmaceutical companies who sell certain products or services directly to the customer. In the animal health practice management market, our primary competitors are IDEXX Laboratories, Inc. and Covetrus, Inc.

Successful distributors are increasingly providing value-added services in addition to the products they have traditionally provided. We believe that to remain competitive we must continue to add value to the distribution channel, while removing unnecessary costs associated with product movement. Significant price reductions by our competitors could result in competitive harm. Any of these competitive pressures may materially adversely affect our operating results.

## Competitive Strengths

We have more than 140 years of experience in distributing products resulting in strong awareness of the Patterson brand. Although further information regarding these competitive strengths is set forth below in the discussion of our two strategic business units, our competitive strengths include:

- *Broad product and service offerings at competitive prices*. We offer approximately 190,000 SKUs to our customers, including many proprietary branded products. We believe that our proprietary branded products and our competitive pricing strategy have generated a loyal customer base that is confident in our brands. Of the SKUs offered, approximately 90,000 are offered to our dental customers and approximately 100,000 are offered to our animal health customers. Our product offerings include consumables, equipment and software. Our service offerings include software and design services, repair and maintenance, and equipment financing.
- *Focus on customer relationships and exceptional customer service*. Our sales and marketing efforts are designed to establish and solidify customer relationships through personal visits by field sales representatives, interaction via phone with sales representatives, web-based activities including e-commerce and frequent direct marketing, emphasizing our broad product lines, competitive prices and ease of order placement. We focus on providing our customers with exceptional order fulfillment and a streamlined ordering process.

- *Cost-effective purchasing and efficient distribution.* We believe that cost-effective purchasing is a key element to maintaining and enhancing our position as a competitive-pricing provider of dental and animal health products. We strive to maintain optimal inventory levels to satisfy customer demand for prompt and complete order fulfillment through our distribution of products from strategically located fulfillment centers.

## **Business Strategy**

Our objective is to continue to expand as a leading value-added distributor of dental and animal health products and services. To accomplish this, we will apply our competitive strengths in executing the following strategies:

- *Emphasizing our value-added, full-service capabilities .* We are positioned to meet virtually all of the needs of dental practitioners, veterinarians, production animal operators and animal health product retailers by providing a broad range of consumable supplies, technology, equipment and software and value-added services. We believe our knowledgeable sales representatives can create special relationships with customers by providing an informational link to the overall industry. Our value-added strategy is further supported by our equipment specialists who offer consultation on design, equipment requirements and financing, our service technicians who perform equipment installation, maintenance and repair services, our business development professionals who provide business tools and educational programs to our customers, and our technology advisors who provide guidance on integrating technology solutions.
- *Using technology to enhance customer service.* As part of our commitment to providing superior customer service, we offer our customers easy order placement. Although we offer computerized order entry systems that we believe help establish relationships with new customers and increase loyalty among existing customers, predominant platforms for ordering today include [www.pattersondental.com](http://www.pattersondental.com), [www.pattersonvet.com](http://www.pattersonvet.com) and [www.animalhealthinternational.com](http://www.animalhealthinternational.com). The use of these methods of ordering enables our sales representatives to spend more time with existing and prospective customers. Our Internet environment includes order entry, customer support for digital and our proprietary products, customer-loyalty program reports and services, and access to articles and manufacturers' product information. We also provide real-time customer and sales information to our sales force, managers and vendors via the Internet. In addition, the Patterson Technology Center ("PTC") differentiates Patterson from our competition by positioning Patterson as a single-source solution for digital components. In addition to trouble-shooting through the PTC's support center, customers can access various service capabilities offered by the PTC, including electronic claims and statement processing and system back-up capabilities.
- *Continuing to improve operating efficiencies.* We continue to implement programs designed to improve our operating efficiencies and allow for continued sales growth. This strategy includes our continuing investment in management information systems and consolidation and leveraging of fulfillment centers and sales branches between our operating segments. In addition, we have established shared sales branch offices in several locations.
- *Growing through internal expansion and acquisitions .* We intend to continue to grow by hiring established sales representatives, hiring and training skilled sales professionals, opening additional locations as needed, and acquiring other companies in order to enter new, or more deeply penetrate existing, markets, gain access to additional product lines, and expand our customer base. We believe both of our operating segments are well positioned to take advantage of expected continued consolidation in our markets.

## **Dental Segment - Products, Services and Sources of Supply**

Patterson Dental, one of the two largest distributors of dental products in North America, has operations in the U.S. and Canada. As a full-service, value-added supplier to over approximately 100,000 dentists, dental laboratories, institutions, and other healthcare professionals, Patterson Dental provides consumable products (including infection control, restorative materials, hand instruments and sterilization products); basic and advanced technology dental equipment; innovative technology solutions, including practice management software and e-commerce solutions; patient education systems; and office forms and stationery. Patterson Dental offers customers approximately 90,000 SKUs of which more than 4,000 are private-label products sold under the Patterson brand. Patterson Dental also offers customers a range of related services including software and design services, maintenance and repair, and equipment financing. Net sales and operating income were \$2.2 billion and \$179 million in fiscal 2019 , respectively.

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The following table sets forth the percentage of total sales by the principal categories of products and services offered to our dental segment customers:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Consumable	55%	57%	56%
Equipment and software	32	30	33
Other <sup>(1)</sup>	13	13	11
	100%	100%	100%

<sup>(1)</sup> Consists of other value-added services, including software and design service, and maintenance and repair.

Patterson Dental obtains products from hundreds of vendors. Substantially all of our relationships with vendors are non-exclusive. In September 2017, we ended the exclusive portion of our relationship with Sirona Dental Systems to enable us to better serve the evolving needs of all of our customers and the full range of practice models, including the Dental Support Organizations ("DSOs") that represent an increasing share of the dental market.

While Patterson Dental makes purchases from many suppliers, and there is generally more than one source of supply for most of the categories of products we sell, the concentration of business with key suppliers is considerable. In fiscal 2019 and 2018, Patterson Dental's top ten supply vendors accounted for approximately 48% of the total cost of sales. Its top vendor accounted for 19% and 20% of the total cost of sales for fiscal 2019 and 2018, respectively.

#### Animal Health Segment - Products, Services and Sources of Supply

Patterson Animal Health is a leading distributor of animal health products in the U.S., Canada and the U.K. We sell more than 100,000 SKUs sourced from over 2,000 manufacturers to over 50,000 customers in the highly fragmented animal health supply market. Products we distribute include pharmaceuticals, vaccines, parasiticides, diagnostics, prescription and non-prescription diets, nutritionals, consumable supplies, equipment and software. We offer a private label portfolio of products to veterinarians, producers, and retailers through our Aspen, First Companion and Patterson Veterinary brands. We also provide a range of value-added services to our customers. Within our companion animal supply market, our principal customers are companion-pet and equine veterinarians, veterinary clinics, public and private institutions, and shelters. In our production animal supply market, our principal customers are large animal veterinarians, production animal operators and animal health product retailers. Net sales and operating income were \$3.4 billion and \$81 million in fiscal 2019, respectively.

The following table sets forth the percentage of total sales by the principal categories of products and services offered to our animal health segment customers:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Consumable	97%	97%	97%
Equipment and software	2	2	2
Other	1	1	1
	100%	100%	100%

Patterson Animal Health obtains products from over 2,000 vendors globally. While Patterson Animal Health makes purchases from many vendors and there is generally more than one source of supply for most of the categories of products, the concentration of business with key vendors is considerable. In fiscal 2019 and 2018, Patterson Animal Health's top 10 manufacturers comprised approximately 65% of the total cost of sales, and the single largest supplier comprised approximately 19% of the total cost of sales.

#### Sales, Marketing and Distribution

During fiscal 2019, we sold products or services to over 150,000 customers who made one or more purchases during the year. Our customers include dentists, laboratories, institutions, other healthcare professionals, veterinarians, other animal health professionals, production animal operators and animal health product retailers. No single customer

accounted for more than 10% of sales during fiscal 2019 , and we are not dependent on any single customer or geographic group of customers.

We have offices throughout the U.S. and Canada so that we can provide a presence in the market and decision-making near the customer. Patterson Animal Health also has a central office in the U.K. Our offices, or sales branches, are staffed with a complete complement of our capabilities, including sales, customer service and technical service personnel, as well as a local manager who has decision-making authority with regard to customer-related transactions and issues.

A primary component of our value-added approach is our sales force. Due to the highly fragmented nature of the markets we serve, we believe that a large sales force is necessary to reach potential customers and to provide full service. Sales representatives provide an informational link to the overall industry, assist practitioners in selecting and purchasing products and help customers efficiently manage their supply inventories. Our need for a large dedicated sales force in the U.K. is reduced due to the presence of buying groups and corporate customers as well as the significant number of orders placed electronically in the U.K.

In the U.S. and Canada, customer service representatives in call centers work in tandem with our sales representatives, providing a dual coverage approach for individual customers. In addition to processing orders, customer service representatives are responsible for assisting customers with ordering, informing customers of monthly promotions, and responding to general inquiries. In the U.K., our customer service team is primarily responsible for handling customer inquiries and resolving issues.

To assist our customers with their purchasing decisions, we provide a multi-touchpoint shopping experience. From print to digital, this seamless experience is inclusive of products and services information. Patterson offers online and in-print showcases of our expansive merchandise and equipment offerings, including digital imaging and computer-aided design and computer-aided manufacturing ("CAD/CAM") technologies, hand-held and similar instruments, sundries, office design, e-services, repair and support assistance, as well as financial services. We also promote select products and services through our monthly magazine, *Insight* , in the U.S. and Canada, and our quarterly magazine, *The Cube* , in the U.K. Additional direct marketing tools that we utilize include customer loyalty programs, social media, and participation in trade shows.

We believe that responsive delivery of quality supplies and equipment is key to customer satisfaction. We ship consumable supplies from our strategically located fulfillment centers in the U.S. and Canada. In the U.K., orders are accepted in a centralized fulfillment center and shipped nationwide to one of our depots located throughout the country at which pre-packed orders are sorted by route for delivery to customers. Orders for consumable supplies can be placed through our sales representatives, customer service representatives or electronically 24 hours a day, seven days a week. Rapid and accurate order fulfillment is another principal component of our value-added approach.

In order to assure the availability of our broad product lines for prompt delivery to customers, we must maintain sufficient inventories at our fulfillment centers. Purchasing of consumables and standard equipment is centralized, and our purchasing department uses a real-time perpetual inventory system to manage inventory levels. Our inventory consists mostly of consumable supply items and pharmaceutical products.

### **Geographic Information**

For information on revenues and long-lived assets of our segments by geographic area, see Note 14 to the Consolidated Financial Statements.

### **Discontinued Operations**

In August 2015, we sold Patterson Medical Holdings, Inc., our wholly owned subsidiary responsible for our medical rehabilitative and assistive products supply business known as Patterson Medical, for \$717 million to Madison Dearborn Partners. For a limited period of time following the disposition, Patterson continued to provide certain transition services to Patterson Medical, as owned by Madison Dearborn Partners, pursuant to a transition services agreement. See Note 5 to the Consolidated Financial Statements for additional information.



## **Seasonality and Other Factors Affecting Our Business and Quarterly Results**

Our business in general is not seasonal; however, there are some products that typically sell more often during the winter or summer season. In any given month, unusual weather patterns (e.g., unusually hot or cold weather) could impact the sales volumes of these products, either positively or negatively. In addition, we experience fluctuations in quarterly earnings. As a result, we may fail to meet or exceed the expectations of securities analysts and investors, which could cause our stock price to decline. Quarterly results may be materially adversely affected by a variety of factors, including:

- timing and amount of sales and marketing expenditures;
- timing of pricing changes offered by our suppliers;
- timing of the introduction of new products and services by our suppliers;
- changes in or availability of supplier contracts or rebate programs;
- supplier rebates based upon attaining certain growth goals;
- changes in the way suppliers introduce or deliver products to market;
- costs of developing new applications and services;
- our ability to correctly identify customer needs and preferences and predict future needs and preferences;
- uncertainties regarding potential significant breaches of data security or disruptions of our information technology systems;
- regulatory actions, or government regulation generally;
- loss of sales representatives;
- costs related to acquisitions and/or integrations of technologies or businesses;
- costs associated with our self-insured insurance programs;
- general market and economic conditions, as well as those specific to the supply and distribution industry and related industries;
- our success in establishing or maintaining business relationships;
- difficulties of manufacturers in developing and manufacturing products;
- product demand and availability, or product recalls by manufacturers;
- exposure to product liability and other claims in the event that the use of the products we sell results in injury;
- increases in shipping costs or service issues with our third-party shippers;
- fluctuations in the value of foreign currencies;
- changes in interest rates;
- restructuring costs;
- the adoption or repeal of legislation;
- changes in accounting principles; and
- litigation or regulatory judgments, expenses or settlements.

## **Governmental Regulation**

### ***Operating, Security and Licensure Standards***

Our dental and animal health supply businesses involve the distribution of pharmaceuticals and medical devices, and in this regard we are subject to various local, state, federal and foreign governmental laws and regulations applicable to the distribution of pharmaceuticals and medical devices. Among the U.S. federal laws applicable to us are the Controlled Substances Act, the Federal Food, Drug, and Cosmetic Act, as amended (the "FDC Act"), and Section 361 of the Public Health Service Act. We are also subject to comparable foreign regulations.

The FDC Act and similar foreign laws generally regulate the introduction, manufacture, advertising, labeling, packaging, storage, handling, reporting, marketing and distribution of, and record keeping for, pharmaceuticals and medical devices shipped in interstate commerce, and states may similarly regulate such activities within the state. Section 361 of the Public Health Service Act, which provides authority to prevent the spread of communicable diseases, serves as the legal basis for the U.S. Food and Drug Administration's ("FDA") regulation of human cells, tissues and cellular and tissue-based products, also known as "HCT/P products."

The federal Drug Quality and Security Act of 2013 brought about significant changes with respect to pharmaceutical supply chain requirements and pre-empts state law. Title II of this measure, known as the Drug Supply Chain Security Act ("DSCSA"), is being phased in over 10 years, and is intended to build a national electronic, interoperable system to identify and trace certain prescription drugs as they are distributed in the U.S. The law's track and trace requirements

applicable to manufacturers, wholesalers, repackagers and dispensers (e.g., pharmacies) of prescription drugs took effect in January 2015. The DSCSA product tracing requirements replace the former FDA drug pedigree requirements and pre-empt state requirements that are inconsistent with, more stringent than, or in addition to, the DSCSA requirements.

The DSCSA also establishes certain requirements for the licensing and operation of prescription drug wholesalers and third party logistics providers ("3PLs"), and includes the creation of national wholesaler and 3PL licenses in cases where states do not license such entities. The DSCSA requires that wholesalers and 3PLs distribute drugs in accordance with certain standards regarding the recordkeeping, storage and handling of prescription drugs. The DSCSA requires wholesalers and 3PLs to submit annual reports to the FDA, which include information regarding each state where the wholesaler or 3PL is licensed, the name and address of each facility and contact information. According to FDA guidance, states are pre-empted from imposing any licensing requirements that are inconsistent with, less stringent than, directly related to, or covered by the standards established by federal law in this area. Current state licensing requirements will likely remain in effect until the FDA issues new regulations as directed by the DSCSA.

The Food and Drug Administration Amendments Act of 2007 and the Food and Drug Administration Safety and Innovation Act of 2012 amended the FDC Act to require the FDA to promulgate regulations to implement a unique device identification ("UDI") system. The FDA is phasing in the implementation of the UDI regulations over seven years, generally beginning with the highest-risk devices (i.e., Class III medical devices) and ending with the lowest-risk devices. The UDI regulations require "labelers" to include unique device identifiers ("UDIs"), with a content and format prescribed by the FDA and issued under a system operated by an FDA-accredited issuing agency, on the labels and packages of medical devices, and to directly mark certain devices with UDIs. The UDI regulations also require labelers to submit certain information concerning UDI-labeled devices to the FDA, much of which information is publicly available on an FDA database, the Global Unique Device Identification Database. Regulated labelers include entities such as device manufacturers, repackagers, reprocessors and relabelers that cause a device's label to be applied or modified, with the intent that the device will be commercially distributed without any subsequent replacement or modification of the label, and include certain of our businesses.

Under the Controlled Substances Act, as a distributor of controlled substances, we are required to obtain and renew annually registrations for our facilities from the U.S. Drug Enforcement Administration ("DEA") permitting us to handle controlled substances. We are also subject to other statutory and regulatory requirements relating to the storage, sale, marketing, handling and distribution of such drugs, in accordance with the Controlled Substances Act and its implementing regulations, and these requirements have been subject to heightened enforcement activity in recent times. We are subject to inspection by the DEA. There have also been increasing efforts by various levels of government globally to regulate the pharmaceutical distribution system in order to prevent the introduction of counterfeit, adulterated or misbranded pharmaceuticals into the distribution system.

Certain of our businesses are also required to register for permits and/or licenses with, and comply with operating and security standards of, the DEA, the FDA, the U.S. Department of Health and Human Services, and various state boards of pharmacy, state health departments and/or comparable state agencies as well as comparable foreign agencies, and certain accrediting bodies depending on the type of operations and location of product distribution, manufacturing or sale. These businesses include those that distribute, manufacture and/or repackage prescription pharmaceuticals and/or medical devices and/or HCT/P products, or own pharmacy operations, or install, maintain or repair equipment. In addition, Section 301 of the National Organ Transplant Act, and a number of comparable state laws, impose civil and/or criminal penalties for the transfer of certain human tissue (for example, human bone products) for valuable consideration, while generally permitting payments for the reasonable costs incurred in procuring, processing, storing and distributing that tissue. We are also subject to foreign government regulation of such products. The DEA, the FDA and state regulatory authorities have broad inspection and enforcement powers, including the ability to suspend or limit the distribution of products by our fulfillment centers, seize or order the recall of products and impose significant criminal, civil and administrative sanctions for violations of these laws and regulations. Foreign regulations subject us to similar foreign enforcement powers. Furthermore, compliance with legal requirements has required and may in the future require us to institute voluntary recalls of products we sell, which could result in financial losses and potential reputational harm. Our customers are also subject to significant federal, state, local and foreign governmental regulation.

Certain of our businesses are subject to various additional federal, state, local and foreign laws and regulations, including with respect to the sale, transportation, storage, handling and disposal of hazardous or potentially hazardous substances, and safe working conditions.

Certain of our businesses also maintain contracts with governmental agencies and are subject to certain regulatory requirements specific to government contractors.

During the first quarter of fiscal 2019, the U.S. Attorney's Office for the Western District of Virginia informed us that our subsidiary, Animal Health International, Inc., has been designated a target of a criminal investigation. The investigation originally related to Animal Health International sales of prescription animal health products to certain persons and/or locations not licensed to receive them in Virginia and Tennessee in violation of federal and state laws. After being contacted by the U.S. Attorney's office, Patterson retained outside legal counsel and began an internal investigation which remains ongoing. Since that time, we have produced documents both responsive to grand jury subpoenas and voluntarily. In December 2018, as a result of our ongoing internal investigation, we voluntarily advised the U.S. Attorney's Office of Animal Health International shipments of prescription animal health products that were made from a warehouse rather than a pharmacy to customers in the states of Virginia and Tennessee. Thereafter, as part of our ongoing internal investigation, we conducted a comprehensive review of Animal Health International's distribution and licensing practices across all 50 U.S. states. That review identified compliance issues in additional states, which we voluntarily disclosed to the U.S. Attorney's Office in April 2019. Our Board of Directors also has established a special investigation committee to oversee and continue the investigation, to review our licensing, dispensing, distribution and related sales practices company-wide, and to report on its findings to the Board and to the U.S. Attorney's Office. As a result of the ongoing internal investigation, we have modified our licensing, dispensing, distribution and related sales processes and are continuing to evaluate the need for further modification. We continue to cooperate with the U.S. Attorney's Office and have agreed to extend the existing tolling agreement. At this time, we are unable to make an estimate of the amount of loss, or range of possible loss, that we could incur as a result of the foregoing matter. This matter may divert management's attention and cause us to suffer reputational harm. We also may be subject to fines or penalties, equitable remedies (including but not limited to the revocation of or non-renewal of licenses) and litigation. The occurrence of any of these events could adversely affect our business, financial condition and results of operations.

#### ***Antitrust***

The U.S. federal government, most U.S. states and many foreign countries have antitrust laws that prohibit certain types of conduct deemed to be anti-competitive. Violations of antitrust laws can result in various sanctions, including criminal and civil penalties. Private plaintiffs also can bring, and have brought, civil lawsuits against us in the U.S. for alleged antitrust violations, including claims for treble damages. See "Item 3. Legal Proceedings" for additional information.

#### ***Health Care Fraud***

Certain of our businesses are subject to federal and state (and similar foreign) health care fraud and abuse, referral and reimbursement laws and regulations with respect to their operations. Some of these laws, referred to as "false claims laws," prohibit the submission or causing the submission of false or fraudulent claims for reimbursement to federal, state and other health care payers and programs. Other laws, referred to as "anti-kickback laws," prohibit soliciting, offering, receiving or paying remuneration in order to induce the referral of a patient or ordering, purchasing, leasing or arranging for or recommending ordering, purchasing or leasing, of items or services that are paid for by federal, state and other health care payers and programs. The fraud and abuse laws and regulations have been subject to varying interpretations, as well as heightened enforcement activity over the past few years, and significant enforcement activity has been the result of "relators," who serve as whistleblowers by filing complaints in the name of the U.S. (and, if applicable, particular states) under federal and state false claim laws. Under the federal False Claims Act, relators can be entitled to receive up to 30% of the total recoveries. Also, violations of the federal False Claims Act can result in treble damages. Most states have adopted similar state false claims laws, and these state laws have their own penalties which may be in addition to federal False Claims Act penalties. The U.S. Patient Protection and Affordable Care Act as amended by the Health Care and Education Reconciliation Act, each enacted in March 2010 (the "Health Care Reform Law"), significantly strengthened the federal False Claims Act and the federal Anti-Kickback Law provisions, which could lead to the possibility of increased whistleblower or relator suits, and among other things made clear that a federal Anti-Kickback Law violation can be a basis for federal False Claims Act liability.

Failure to comply with fraud and abuse laws and regulations could result in significant civil and criminal penalties and costs, including the loss of licenses and the ability to participate in federal and state health care programs, and could have a material adverse effect on our business. Also, these measures may be interpreted or applied by a prosecutorial, regulatory or judicial authority in a manner that could require us to make changes in our operations or incur substantial defense and settlement expenses. Even unsuccessful challenges by regulatory authorities or private relators could result in reputational harm and the incurring of substantial costs. In addition, many of these laws are vague or indefinite

and have not been interpreted by the courts, and have been subject to frequent modification and varied interpretation by prosecutorial and regulatory authorities, increasing the risk of noncompliance.

### **Health Care Reform**

The Health Care Reform Law increased federal oversight of private health insurance plans and included a number of provisions designed to reduce Medicare expenditures and the cost of health care generally, to reduce fraud and abuse, and to provide access to increased health coverage. The continued uncertain status of the Health Care Reform Law affects our ability to plan.

A Health Care Reform Law provision, generally referred to as the Physician Payment Sunshine Act or Open Payments Program, has imposed reporting and disclosure requirements for drug and device manufacturers with regard to payments or other transfers of value made to certain practitioners (including physicians, dentists and teaching hospitals), and for such manufacturers and for group purchasing organizations, with regard to certain ownership interests held by physicians in the reporting entity. The Centers for Medicare and Medicaid Services ("CMS") publishes information from these reports on a publicly available website, including amounts transferred and physician, dentist and teaching hospital identities.

Under the Physician Payment Sunshine Act we are required to collect and report detailed information regarding certain financial relationships we have with physicians, dentists and teaching hospitals. The Physician Payment Sunshine Act pre-empts similar state reporting laws, although we or our subsidiaries may also be required to report under certain state transparency laws that address circumstances not covered by the Physician Payment Sunshine Act, and some of these state laws, as well as the federal law, can be ambiguous. We are also subject to foreign regulations requiring transparency of certain interactions between suppliers and their customers. Our compliance with these rules imposes additional costs on us.

### **Regulated Software; Electronic Health Records**

The FDA has become increasingly active in addressing the regulation of computer software intended for use in health care settings, and has developed and continues to develop policies on regulating clinical decision support tools and other types of software as medical devices. Certain of our businesses involve the development and sale of software and related products to support physician and dental practice management, and it is possible that the FDA or foreign government authorities could determine that one or more of our products is a medical device, which could subject us or one or more of our businesses to substantial additional requirements with respect to these products.

In addition, certain of our practice management products include electronic information technology systems that store and process personal health, clinical, financial and other sensitive information of individuals. These information technology systems may be vulnerable to breakdown, wrongful intrusions, data breaches and malicious attack, which could require us to expend significant resources to eliminate these problems and address related security concerns, and could involve claims against us by private parties and/or governmental agencies. For example, we are directly or indirectly subject to numerous and evolving federal, state, local and foreign laws and regulations that protect the privacy and security of such information, such as the privacy and security provisions of the federal Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations ("HIPAA"). HIPAA requires, among other things, the implementation of various recordkeeping, operational, notice and other practices intended to safeguard that information, limit its use to allowed purposes and notify individuals in the event of privacy and security breaches. Failure to comply with these laws and regulations can result in substantial penalties and other liabilities.

Other health information standards, such as regulations under HIPAA, establish standards regarding electronic health data transmissions and transaction code set rules for specific electronic transactions, such as transactions involving claims submissions to third party payers. Certain of our electronic practice management products must meet these requirements. Failure to abide by electronic health data transmission standards could expose us to breach of contract claims, substantial fines, penalties and other liabilities and expenses, costs for remediation and harm to our reputation.

In addition, the European Parliament and the Council of the European Union have adopted a new pan-European General Data Protection Regulation ("GDPR"), effective from May 25, 2018, which increases privacy rights for individuals in Europe, extends the scope of responsibilities for data controllers and data processors and imposes increased requirements and potential penalties on companies offering goods or services to individuals who are located in Europe ("Data Subjects") or monitoring the behavior of such individuals (including by companies based outside of Europe). Noncompliance can result in penalties of up to the greater of EUR 20 million, or 4% of global company

revenues. Individual member states may impose additional requirements and penalties as they relate to certain things such as employee personal data. Among other things, the GDPR requires with respect to data concerning Data Subjects, company accountability, consents from Data Subjects or other acceptable legal basis needed to process the personal data, prompt breach notifications within 72 hours, fairness and transparency in how the personal data is stored, used or otherwise processed, and data integrity and security, and provides rights to Data Subjects relating to modification, erasure and transporting of the personal data. Our compliance with the new regulation has imposed additional costs on us, and we cannot predict whether the interpretations of the requirements, or changes in our practices in response to new requirements or interpretations of the requirements, could have a material adverse effect on our business.

We also sell products and services that health care providers use to store and manage patient medical or dental records. These customers are subject to laws, regulations and industry standards, such as HIPAA and the Payment Card Industry Data Security Standards, which require that they protect the privacy and security of those records, and our products may be used as part of these customers' comprehensive data security programs, including in connection with their efforts to comply with applicable privacy and security laws. Perceived or actual security vulnerabilities in our products or services, or the perceived or actual failure by us or our customers who use our products to comply with applicable legal requirements, may not only cause us significant reputational harm, but may also lead to claims against us by our customers and/or governmental agencies and involve substantial fines, penalties and other liabilities and expenses and costs for remediation.

#### **International Transactions**

In addition, U.S. and foreign import and export laws and regulations require us to abide by certain standards relating to the importation and exportation of products. We also are subject to certain laws and regulations concerning the conduct of our foreign operations, including the Foreign Corrupt Practices Act and other anti-bribery laws and laws pertaining to the accuracy of our internal books and records, as well as other types of foreign requirements similar to those imposed in the U.S.

There can be no assurance that regulations that impact our business or customers' practices will not have a material adverse effect on our business. As a result of political, economic and regulatory influences, the health care distribution industry in the U.S. is under intense scrutiny and subject to fundamental changes. We cannot predict what further reform proposals, if any, will be adopted, when they may be adopted, or what impact they may have on us.

See "Item 1A. Risk Factors" for a discussion of additional burdens, risks and regulatory developments that may affect our results of operations and financial condition.

#### **Proprietary Rights**

We hold trademarks relating to the "Patterson®" name and logo, as well as certain other trademarks. Our U.S. trademark registrations have 10-year terms, and may be renewed for additional 10-year terms. We intend to protect our trademarks to the fullest extent practicable.

#### **Employees**

As of April 27, 2019, we had approximately 7,800 full-time employees. We have not experienced a shortage of qualified personnel in the past and believe that we will be able to attract such employees in the future. We believe our relations with employees to be good.

#### **Available Information**

We make available free of charge through our website, [www.pattersoncompanies.com](http://www.pattersoncompanies.com), our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, statements of beneficial ownership of securities on Forms 3, 4 and 5 and amendments to these reports and statements filed or furnished pursuant to Section 13(a) and Section 16 of the Securities Exchange Act of 1934 as soon as reasonably practicable after such materials are electronically filed with, or furnished to, the U.S. Securities and Exchange Commission, or SEC. This material may be accessed by visiting the Investor Relations section of our website.

In addition, the SEC maintains an Internet website at [www.sec.gov](http://www.sec.gov), where the above information can be viewed.

Information relating to our corporate governance, including our Principles of Business Conduct and Code of Ethics, and information concerning executive officers, Board of Directors and Board committees, and transactions in Patterson securities by directors and officers, is available on or through our website, [www.pattersoncompanies.com](http://www.pattersoncompanies.com) in the Investor Relations section.

Information maintained on the website is not being included as part of this Annual Report on Form 10-K.

### Information About Our Executive Officers

Set forth below is the name, age and position of the executive officers of Patterson, who are elected annually and serve at the discretion of our Board of Directors, as of June 18, 2019.

Mark S. Walchirk	53	President and Chief Executive Officer, Director – Patterson Companies, Inc.
Donald J. Zurbay	51	Chief Financial Officer - Patterson Companies, Inc.
Kevin M. Pohlman	56	President - Patterson Animal Health
Eric Shirley	53	President - Patterson Dental
Les B. Korsh	49	Vice President, General Counsel and Secretary - Patterson Companies, Inc.
Andrea Frohning	49	Chief Human Resources Officer - Patterson Companies, Inc.

### Background of Executive Officers

**Mark S. Walchirk** became our President and Chief Executive Officer in November 2017. Mr. Walchirk previously served as President of U.S. Pharmaceutical at McKesson Corporation from October 2012 to October 2017, where he held responsibility for McKesson's U.S. Pharmaceutical sales, distribution and customer service operations. Mr. Walchirk joined McKesson in April 2001 and held various leadership positions including President of McKesson Specialty Care Solutions and Chief Operating Officer of McKesson U.S. Pharmaceutical. Before joining McKesson, he spent 13 years in medical-surgical distribution and manufacturing with Baxter Healthcare, Allegiance Healthcare and Encompass Group, holding various leadership positions in sales, marketing, operations and business development. Mr. Walchirk brings strategic and leadership experience, including healthcare services and distribution experience, to our Board.

**Donald J. Zurbay** became our Chief Financial Officer in June 2018. Mr. Zurbay most recently served as Vice President and Chief Financial Officer at global medical device manufacturer St. Jude Medical, Inc. from August 2012 through the January 2017 acquisition of St. Jude Medical by Abbott Laboratories. At St. Jude Medical, Mr. Zurbay was responsible for all accounting, financial and business development activities. He joined St. Jude Medical in 2003 and held various leadership positions, including Director of Finance and Vice President and Corporate Controller. Prior to joining St. Jude Medical, Mr. Zurbay worked at PricewaterhouseCoopers for five years as an Assurance and Business Advisory Services Senior Manager. Before joining PricewaterhouseCoopers, he was a General Accounting Manager at The Valspar Corporation. Mr. Zurbay started his career at Deloitte & Touche as an auditor in 1989. He has served as a director of Avedro, Inc. since February 2019 and a director of Silk Road Medical, Inc. since April 2019.

**Kevin M. Pohlman** became President of Patterson Animal Health in July 2017. Mr. Pohlman joined Animal Health International, Inc., which was acquired by Patterson in 2015, in August 2001 and was previously its Vice President of Sales and Marketing. Prior to assuming that role, Mr. Pohlman was President of Corporate Sales and Marketing. Beginning in 2001, Mr. Pohlman held a variety of leadership roles, including Vice President of Dealer Sales with oversight of the Marketing department until June 2011. Mr. Pohlman began his career with Pohlman Bros. Supply, a family-owned dealer and distributor of dairy equipment, animal health supplies and food plan supplies in Ohio.

**Eric Shirley** became President of Patterson Dental in January 2019. He most recently served as Chief Commercial Officer at Midmark, a leading provider of medical, dental and veterinary equipment, technology and services. In this role, Mr. Shirley was responsible for driving revenue, marketing and operational efficiency within the company's dental, medical and animal health divisions. Mr. Shirley was employed by Midmark from 2004 to 2019. Prior to his time at Midmark, Mr. Shirley held leadership positions at Dentsply Preventive Care, Dentsply International and several other dental manufacturers.

**Les B. Korsh** became Vice President, General Counsel and Secretary of Patterson in July 2015. Mr. Korsh served as Patterson's Associate General Counsel since June 2014. Prior to joining Patterson, Mr. Korsh held positions as Vice President and Associate General Counsel for MoneyGram International, Inc. from May 2004 to May 2014, and was a principal in the law firm of Gray Plant Mooty, P.A. from June 1999 to May 2004. He has served as a director of the Patterson Foundation since June 2016.

**Andrea Frohning** became our Chief Human Resources Officer in May 2018. Ms. Frohning joined Patterson from Snyder's-Lance where she held the role of Senior Vice President, Chief Human Resources Officer from March 2016 to March 2018, and was responsible for leading all aspects of the company's human resources. Prior to her tenure at Snyder's-Lance, she was Vice President Human Resources at Crane Co. from November 2013 to February 2016. Ms. Frohning also held other human resource managerial positions at Hubbell Inc., General Electric Consumer Finance and Pepsi Bottling Group.

#### **Item 1A. RISK FACTORS**

The risks described below could have a material adverse effect on our business, reputation, financial condition and/or the trading price of our common stock. Although it is not possible to predict or identify all such risks and uncertainties, they may include, but are not limited to, the factors discussed below. Our business operations could also be affected by additional factors that are not presently known to us or that we currently consider not to be material to our operations. You should not consider this list to be a complete statement of all risks and uncertainties. The order in which these factors appear should not be construed to indicate their relative importance or priority.

***The dental and animal health supply markets are highly competitive, and we may not be able to compete successfully.***

Our competitors include national, regional and local full-service distributors, mail-order distributors and, increasingly, Internet-based businesses. Some of our competitors have greater resources than we do, or operate through different sales and distribution models that could allow them to compete more successfully. For example, many of our suppliers are manufacturers, some of whom compete with us by selling directly to customers. Furthermore, Internet-based businesses may be able to offer the same product at a lower cost.

Most of our products are available from multiple sources, and our customers tend to have relationships with several different distributors who can fulfill their orders. Our competitors could obtain exclusive rights to market particular products, which we would then be unable to market. Manufacturers also could increase their efforts to sell directly to end-users and thereby eliminate or reduce the role of distributors. These suppliers could sell their products at lower prices and maintain a higher gross margin on the product sales than we can. Increased competition from any supplier of dental or animal health products could significantly reduce our market share and adversely impact our financial results.

Industry consolidation among suppliers, price competition, the unavailability of products, or the emergence of new competitors also could increase competition. There has also been increasing consolidation among manufacturers, which could have a material adverse effect on our margins and product availability. This consolidation could cause the industry to become more competitive as greater economies of scale are achieved by competitors, or as competitors with new lower cost business models are able to operate with lower prices and gross profit on products. These competitive pressures could adversely affect our sales and profitability. Our failure to compete effectively may limit and/or reduce our revenue, profitability and cash flow.

***General economic conditions could adversely affect our operating results and financial condition.***

Uncertain weak economic conditions in the U.S. or global economy, or an uncertain economic outlook, could materially adversely affect our operating results and financial condition. These uncertainties, including, among other things:

- changes to laws and policies governing foreign trade;
- greater restrictions on imports and exports;
- changes in laws and policies governing health care;
- tariffs and sanctions;
- the United Kingdom's vote to leave the European Union (generally referred to as Brexit) (during fiscal 2019 approximately 11% of our consolidated net sales were invoiced to customers in the United Kingdom);

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- election results;
- sovereign debt levels;
- the inability of political institutions to effectively resolve actual or perceived economic, currency or budgetary crises or issues;
- consumer confidence;
- unemployment levels (and a corresponding increase in uninsured and underinsured population);
- changes in regulatory requirements and tax regulations, including, without limitation, the Tax Act;
- increases in interest rates;
- availability of capital;
- increases in fuel and energy costs;
- the effect of inflation on our ability to procure products and our ability to increase prices over time;
- changes in tax rates and the availability of certain tax deductions;
- increases in healthcare costs;
- the threat or outbreak of war, terrorism or public unrest; and
- changes in laws and policies in countries where we do business.

Changes in government, government debt and/or budget crises may lead to reductions in government spending in certain countries and/or higher income or corporate taxes, which could depress spending overall. In addition, recessionary conditions and depressed levels of consumer and commercial spending may cause customers to reduce, modify, delay, or cancel purchasing our products and services, and a prolonged period of economic instability could reduce their ability to make payments. Furthermore, such conditions could cause our suppliers to reduce their production, decrease their number of product offerings, or change their terms of sale to us. Increasing commodity prices may also increase our cost of operations, either directly through increased energy costs or indirectly through what we are charged by our suppliers. Recessionary economic conditions could also cause changes in our product mix as our customers prioritize established, low-margin products rather than innovative, high-margin products, which could reduce our profit margin.

***We are dependent on our relationships with our sales representatives, service technicians and our customers.***

The inability to attract or retain qualified employees, particularly sales representatives and service technicians who relate directly with our customers, or our inability to build or maintain relationships with customers in the dental and animal health markets, may have an adverse effect on our business. Due to the specialized nature of many of our products and services, generally only highly qualified and trained personnel have the necessary skills to market such products and provide such services. These individuals develop relationships with our customers that could be damaged if these employees are not retained. We face intense competition for the hiring of these professionals, and many professionals in the field that may otherwise be attractive candidates for us to hire may be bound by non-competition agreements with our competitors. Any failure on our part to hire, train and retain a sufficient number of qualified professionals would damage our business.

***We may be unable to successfully integrate the operations of Animal Health International, Inc. or realize targeted cost savings and other benefits of the acquisition.***

In June 2015, we acquired Animal Health International, Inc. Achieving the targeted benefits of the acquisition will depend in part upon whether we can integrate Animal Health International, Inc.'s businesses in an efficient and effective manner. We may not be able to accomplish this integration process smoothly or successfully. The necessity of coordinating geographically separated organizations, systems and facilities and addressing possible differences in business backgrounds, corporate cultures and management philosophies may increase the difficulties of integration. We and Animal Health International, Inc. operate numerous systems, including those involving management information, purchasing, accounting and finance, sales, billing, and regulatory compliance. Moreover, the integration of our respective operations will require the dedication of significant management resources, which is likely to distract management's attention from day-to-day operations. Employee uncertainty and lack of focus during the integration process may also disrupt our business and result in undesired employee attrition. An inability of management to successfully integrate the operations of the two companies could have a material adverse effect on our business, results of operations and financial condition.

In addition, our actual cost-savings could differ materially from our initial estimates of synergies to be realized from the Animal Health International, Inc. acquisition. Actual cost-savings, the costs required to realize the cost-savings and the source of the cost-savings could differ materially from our estimates, and we cannot assure you that we will achieve cost-savings, or that these cost-savings programs will not have other adverse effects on our business.



Finally, we may not be able to achieve the targeted operating or long-term strategic benefits of the Animal Health International, Inc. acquisition. An inability to realize the full extent of, or any of, the anticipated benefits of the Animal Health International, Inc. acquisition, as well as any delays encountered in the integration process, could have an adverse effect on our business, results of operations and financial condition.

***Disruption to our distribution capabilities, including service issues with our third-party shippers, could materially adversely affect our results.***

Weather, natural disaster, fire, terrorism, pandemic, strikes, geopolitical events or other reasons could impair our ability to distribute our products and conduct our business. If we are unable to manage effectively such events if they occur, there could be a material adverse effect on our business, financial condition or results of operations. Similarly, increases in service costs or service issues with our third-party shippers, including strikes or other service interruptions, could cause our operating expenses to rise and materially adversely affect our ability to deliver products on a timely basis. Our ability to provide same-day shipping and next-day delivery is an integral component of our business strategy and any significant increase in shipping rates or service interruptions could adversely impact our business, financial condition or results of operations.

***Our business development efforts may suffer if we fail to provide our sales force and customers with the latest customer relationship and order management tools.***

Due to generational and other trends in the dental and animal health industries, our customer base is increasingly comfortable with and reliant upon the latest technologies to manage their businesses. As part of our commitment to providing superior customer service, we offer our customers computerized order entry, customer support for digital and proprietary products, including the Patterson Technology Center, customer-loyalty program reports and services, and access to articles and manufacturers' product information. We also provide real-time customer and sales information to our sales force, managers and vendors via the Internet to enable them to compete in the digital marketplace. Our business development efforts may suffer if we fail to keep pace with rapidly changing technologies and customer expectations.

***We are dependent on our suppliers because we generally do not manufacture the products we sell.***

Interruptions in supply could adversely affect our operating results. If a supplier is unable to deliver product in a timely and efficient manner, whether due to financial difficulties, natural disasters or other reasons, we could experience lost sales. We generally do not have long-term contracts with our suppliers that commit them to producing products for us and there is considerable concentration within our animal health and dental businesses with a few key suppliers. In addition, because we generally do not control the actual production of the products we sell, we may be subject to delays caused by interruption in production based on conditions outside of our control, including the failure to comply with applicable government requirements. The failure of manufacturers of products regulated by the FDA or other governmental agencies to meet these requirements, could result in product recall, cessation of sales or other market disruptions. An extended interruption in the supply of our products would have an adverse effect on our results of operations.

In addition, a portion of our products is sourced, directly or indirectly, from outside the U.S. Political or financial instability, increased tariffs, restrictions on trade, currency exchange rates, labor unrest, outbreak of pandemics or other events could slow distribution activities, affect foreign trade beyond our control and adversely affect our results of operations.

***Material changes in our purchasing relationship with suppliers could have a material adverse effect on our business.***

Our ability to sustain our gross profits depends, in part, on the structure of our relationship with our suppliers. Such relationships are subject to change from time to time, such as changing from a "buy/sell" to an agency relationship, or from an agency to a "buy/sell" relationship, either of which could adversely affect our revenues and operating income. Suppliers may also choose to change the method in which products are taken to market, including the possibility of creating or expanding a direct sales force or otherwise reducing their reliance on third-party distribution channels. For example, a supplier may change our relationship from a complete distribution provider, including logistics and sales support, to only a logistics provider, or to only a sales support provider, or it may decide to entirely terminate its business relationship with us. A reduction in our role as a value-added service provider would result in reduced margins on product sales, which could have a material adverse effect on our business, financial condition or results of operations.

***Sales of private label products entail additional risks, including the risk that such sales could adversely affect our sales of other products.***

We offer certain private label products that are available exclusively from us. The sale of such products subjects us to the risks generally encountered by entities that source, market and sell private label products, including but not limited to potential product liability risks, mandatory or voluntary product recalls, potential supply chain and distribution chain disruptions, and potential intellectual property infringement risks. Any failure to adequately address some or all of these risks could have an adverse effect on our business, results of operations and financial condition. In addition, an increase in the sales of our private label products may negatively affect our sales of products owned by our suppliers which, consequently, could adversely impact certain of our supplier relationships. Our ability to locate qualified, economically stable suppliers who satisfy our requirements, and to acquire sufficient products in a timely and effective manner, is critical to ensuring, among other things, that customer confidence is not diminished. As a distribution company, any failure to develop sourcing relationships with a broad and deep supplier base could adversely affect our financial performance and erode customer loyalty.

***Patterson's continued success is substantially dependent on positive perceptions of Patterson's reputation.***

One of the reasons why customers choose to do business with Patterson and why employees choose Patterson as a place of employment is the reputation that Patterson has built over many years. To be successful in the future, Patterson must continue to preserve, grow and leverage the value of Patterson's brand. Reputational value is based in large part on perceptions of subjective qualities. Even an isolated incident, or the aggregate effect of individually insignificant incidents, can erode trust and confidence, particularly if they result in adverse publicity, governmental investigations or litigation, and as a result, could tarnish Patterson's brand and lead to adverse effects on our business, financial condition and results of operations.

***Risks inherent in acquiring other businesses could offset the anticipated benefits of such acquisitions and we may face difficulty in efficiently and effectively integrating acquired businesses.***

As a part of our business strategy, we have acquired businesses in the ordinary course and expect to continue acquiring businesses in the future. These acquisitions can involve a number of risks and challenges, any of which could cause significant operating inefficiencies and adversely affect our growth and profitability, and may not result in the benefits and revenue growth we expect. Such risks and challenges include underperformance relative to our expectations and the price paid for the acquisition; unanticipated demands on our management and operational resources; difficulty in integrating personnel, operations and systems; retention of customers of the combined businesses; assumption of contingent liabilities; acquisition-related earnings charges; and acquisition-related cybersecurity risks.

As we operate through two strategic business units, we consolidate the distribution, information technology, human resources, financial and other administrative functions of those business units jointly to meet their needs while addressing distinctions in the individual markets of those segments. We may not be able to do so effectively and efficiently.

Our ability to continue to make acquisitions will depend upon our success in identifying suitable targets, which requires substantial judgment in assessing their values, strengths, weaknesses, liabilities and potential profitability, as well as the availability of suitable candidates at acceptable prices, and whether restrictions are imposed by anti-trust or other regulations.

***Our acquired technology or developed technology may not be successful in maintaining existing customers or gaining new customers, or the technology may fail to produce its intended results.***

The process of acquiring or developing new technology products and solutions is inherently complex and uncertain. It requires accurate anticipation of customers' changing needs and emerging technological trends. We must make long-term investments and commit significant resources before knowing whether these investments will eventually result in products or services that achieve customer acceptance and generate the revenue required to provide desired returns. If we fail to accurately anticipate and meet our customers' needs through the development of new products and technologies and service offerings or if we fail to adequately protect our intellectual property rights, or if our new products are not widely accepted or if our current or future products fail to meet applicable regulatory requirements, we could lose customers to our competitors and that could materially and adversely affect our results of operations and financial condition. In addition, if technology investments do not achieve the intended results, we may write-off

the investments, and we face the risk of claims from system users that the systems failed to produce the intended result or negatively affected the operation of our customers' businesses. Any such claims, even those without merit, could be expensive and time-consuming to defend, cause us to lose customers and the associated revenue, divert management's attention and resources, or require us to pay damages.

***We are subject to a variety of litigation that could adversely affect our results of operations and financial condition.***

We are subject to a variety of litigation incidental to our business, including product liability claims, intellectual property claims, employment claims, commercial disputes, governmental inquiries and investigations, and other matters arising out of the ordinary course of our business, including antitrust and securities litigation. From time to time we are named as a defendant in cases as a result of our distribution of products. Additionally, purchasers of private-label products may seek recourse directly from us, rather than the ultimate product manufacturer, for product-related claims. Another potential risk we face in the distribution of our products is liability resulting from counterfeit or tainted products infiltrating the supply chain. In addition, some of the products that we transport and sell are considered hazardous materials. The improper handling of such materials or accidents involving the transportation of such materials could subject us to liability. In addition, our reputation could be adversely affected by negative publicity surrounding such events regardless of whether or not claims against us are successful. Defending against such claims may divert our management's attention, may be expensive, and may require that we pay damage awards or settlements, pay fines or penalties, or become subject to equitable remedies (including but not limited to the revocation of or non-renewal of licenses) that could adversely affect our business, financial condition and results of operations. A successful claim brought against us in excess of available insurance or not covered by insurance or indemnification agreements, or any claim that results in significant adverse publicity against us, could have a material adverse effect on our business and our reputation. Furthermore, the outcome of litigation is inherently uncertain.

***Changes in consumer preferences could adversely affect our business.***

The demand for production animal health products is heavily dependent upon consumer demand for beef, dairy, poultry and swine. The food industry in general is subject to changing consumer trends, demands and preferences. Trends within the food industry change often and our failure to anticipate, identify or react to changes in these trends could lead to, among other things, reduced demand and price reductions for our animal health products, and could have a material adverse effect on our business. Moreover, even if we do anticipate and identify these trends, we may be unable to react effectively. For example, changes in consumer diets may negatively affect consumer demand for beef, dairy, poultry and/or swine, and therefore reduce the demand for our production animal health products which could have a material adverse effect on our business.

From time to time, we also experience changes in customer and product mix that affect gross margin. Changes in customer and product mix result primarily from business acquisitions, changes in customer demand, customer acquisitions, selling and marketing activities and competition. There can be no assurance that we will be able to maintain historical gross margins in the future.

***Regulatory restrictions and bans on the use of antibiotics and growth promotants in food animals, as well as changing market demand, could adversely affect our business.***

There has been consumer concern and consumer activism with respect to additives (including, without limitation, antibiotics and growth promotants) used in the production of animal products, including growing consumer sentiment for proteins and dairy products produced without the use of antibiotics or other products intended to increase animal production. Negative press resulting from media or consumer advocacy groups, industry litigation, trade restrictions which could cause the loss of export markets, or other factors could adversely affect the public's perception of the industry as a whole, or lead to reluctance by consumers to buy protein or other products. Concern over the impact of growth promotants on animal welfare could result in the removal from the market of products in that category, adversely impacting our sales. In addition, consumer concern that the use of antibiotics and growth promotants in animal feed may lead to increased antibiotic resistance of human pathogens have resulted in increased regulation and changing market demand. Under the FDA's guidance and the related rule known as the Veterinary Feed Directive, the use of shared-class antibiotics in the water or feed of food-producing animals requires written authorization by a licensed veterinarian. The impact of changes in regulations and market preferences regarding the use of antibiotics in food animals could have a material adverse effect on our business, financial condition and results of operations. If there is an increased public perception that consumption of food derived from animals that utilize additives we distribute poses a risk to human health, there may be a further decline in the production of those food products and, in turn, our sales

of those products. In addition, antibiotic resistance concerns may result in additional restrictions or bans, expanded regulations or public pressure to further reduce the use of antibiotics in food animals, or increased demand for antibiotic-free protein, any of which could materially adversely affect our business, financial condition and results of operations.

***Our business may be directly and indirectly affected by the cyclical nature of the livestock market, including the effect of poor or unusual weather conditions, that could reduce demand for the production animal products we distribute.***

Poor or unusual weather conditions can significantly affect the purchasing decisions of our production animal customers. The timing and quantity of rainfall are two of the most important factors in agricultural production. Drought can affect the availability and price of feed for livestock. Faced with a reduction in readily available feed or an increase in costs for such feed, our customers may decide to reduce herd size, which would ultimately decrease the demand for the products we distribute, including micro feed ingredients, animal health products, dairy sanitation solutions, as well as the development and implementation of systems for feed, health, information and production animal management.

***The outbreak of an infectious disease within either the production animal or companion animal population could have a significant adverse effect on our business and our results of operations.***

An outbreak of disease affecting animals, such as foot-and-mouth disease, porcine epidemic diarrhea virus, Newcastle disease, avian flu or bovine spongiform encephalopathy, commonly referred to as "mad cow disease," could result in the widespread destruction of affected animals and consequently result in a reduction in demand for animal health products. In addition, outbreaks of these or other diseases or concerns of such diseases could create adverse publicity that may have a material adverse effect on consumer demand for meat, dairy and poultry products, and, as a result, on our customers' demand for the products we distribute. It could also harm export markets for such products and lead to increased government regulation. The outbreak of a disease among the companion animal population which could cause a reduction in the demand for companion animals could also adversely affect our business.

***Pressure from animal rights groups may subject us to additional costs to conform our practices to comply with developing standards or subject us to marketing costs to defend challenges to our current practices.***

The utilization of animals in research and development and product commercialization is subject to increasing focus by animal rights activists. The activities of animal rights groups and other organizations that have protested animal based research and development programs or boycotted the products resulting from such programs could cause an interruption in our supply chain. The occurrence of material operational problems could have a material adverse effect on our business, financial condition and results of operations.

***Pricing pressure from branded pharmaceutical manufacturers or adverse changes in supplier rebates could negatively affect our business.***

We face pricing pressure from branded pharmaceutical manufacturers. In addition, the terms on which we purchase or sell products from many suppliers of animal health products may entitle us to receive a rebate based on the attainment of certain growth goals. Suppliers may reduce or eliminate rebates offered under their programs, or increase the growth goals or other conditions we must meet to earn rebates to levels that we cannot achieve. Increased competition either from generic or equivalent branded products could result in us failing to earn rebates that are conditioned upon achievement of growth goals. Additionally, factors outside of our control, such as customer preferences, consolidation of suppliers or supply issues, can have a material impact on our ability to achieve the growth goals established by our suppliers, which may reduce the amount of rebates we receive. The occurrence of any of these events could have an adverse impact on our results of operations.

***We experience fluctuations in quarterly financial results. As a result, we may fail to meet or exceed the expectations of securities analysts and investors, which could cause our stock price to decline.***

Our business is subject to quarterly fluctuations. Quarterly results may be materially adversely affected by a variety of factors, including:

- timing and amount of sales and marketing expenditures;
- timing of pricing changes offered by our suppliers;
- timing of the introduction of new products and services by our suppliers;
- changes in or availability of supplier contracts or rebate programs;

- supplier rebates based upon attaining certain growth goals;
- changes in the way suppliers introduce or deliver products to market;
- costs of developing new applications and services;
- our ability to correctly identify customer needs and preferences and predict future needs and preferences;
- uncertainties regarding potential significant breaches of data security or disruptions of our information technology systems;
- regulatory actions, or government regulation generally;
- loss of sales representatives;
- costs related to acquisitions and/or integrations of technologies or businesses;
- costs associated with our self-insured insurance programs;
- general market and economic conditions, as well as those specific to the supply and distribution industry and related industries;
- our success in establishing or maintaining business relationships;
- difficulties of manufacturers in developing and manufacturing products;
- product demand and availability, or product recalls by manufacturers;
- exposure to product liability and other claims in the event that the use of the products we sell results in injury;
- increases in shipping costs or service issues with our third-party shippers;
- fluctuations in the value of foreign currencies;
- changes in interest rates;
- restructuring costs;
- the adoption or repeal of legislation;
- changes in accounting principles; and
- litigation or regulatory judgments, expenses or settlements.

Any change in one or more of these or other factors could cause our annual or quarterly financial results to fluctuate. If our financial results do not meet market expectations, our stock price may decline.

***The formation of group purchasing organizations (“GPO”) or provider networks may place us at a competitive disadvantage.***

The formation of GPOs and provider networks may shift purchasing decisions to entities or persons with whom we do not have a historical relationship. This may threaten our ability to compete effectively, which could in turn negatively impact our financial results. Although we seek to obtain access to lower prices demanded by GPO contracts or other contracts, and to develop relationships with provider networks and new GPOs, we cannot assure that such terms will be obtained or contracts will be executed.

***We may experience competition from third-party online commerce sites.***

Traditional distribution relationships are being challenged by online commerce solutions. Such competition will require us to cost-effectively adapt to changing technology, to continue to provide enhanced service offerings and to continue to differentiate our business (including with additional value-added services) to address demands of consumers and customers on a timely basis. The emergence of such competition and our inability to anticipate and effectively respond to changes on a timely basis could have a material adverse effect on our business, financial condition and results of operations.

***Increases in over-the-counter sales of companion animal products, or sales of companion animal products from non-veterinarian sources, could adversely affect our business.***

Animal health products are becoming increasingly available to consumers at competitive prices from sources other than veterinarians, including human health product pharmacies, Internet pharmacies and big-box retailers. Any increase competition from such channels could have a material adverse effect on our business, financial condition and results of operations.

***Our international operations are subject to inherent risks that could adversely affect our operating results.***

There are a number of risks inherent in foreign operations, including complex regulatory requirements, staffing and management complexities, import and export costs, other economic factors and political considerations, all of which are subject to unanticipated changes. Our foreign operations also expose us to foreign currency fluctuations. Because

our financial statements are denominated in U.S. dollars, changes in currency exchange rates between the U.S. dollar and other currencies will have an impact on our income. Currency exchange rate fluctuations may adversely affect our results of operations and financial condition. Furthermore, we generally do not hedge translation exposure with respect to foreign operations.

In addition, our business and results of operations in the United Kingdom may be negatively affected by the proposed withdrawal by the United Kingdom from the European Union, commonly referred to as "Brexit". The withdrawal from the European Union will occur after a process of negotiation regarding the future terms of the United Kingdom's relationship with the European Union with respect to reciprocal market access and other matters, and these negotiations have been and will likely continue to be complex and protracted. The proposed withdrawal by the United Kingdom could have an adverse effect on the tax, tax treaty, currency, operational, legal and regulatory regimes to which our business in the region is subject. The withdrawal could also, among other potential outcomes, disrupt the free movement of goods, services and people between the United Kingdom and other countries. The uncertainty concerning the timing and terms of the exit could also have a negative impact on the business activity, political stability and economic conditions in the United Kingdom, which could result in customers reducing or delaying spending decisions on our products. Any of these developments could have a material adverse effect on our business, financial condition, and results of operations.

***The U.S. Patient Protection and Affordable Care Act as amended by the Health Care and Education Reconciliation Act (the "Health Care Reform Law") could materially adversely affect our business.***

Provisions of the Health Care Reform Law could have a material adverse effect on our business. Additionally, further federal and state proposals for health care reform in the U.S. are likely, and foreign government authorities may also adopt reforms of their health systems. We cannot predict what further reform proposals, if any, will be adopted, when they may be adopted, or what impact they may have on us. The continued uncertain status of the Health Care Reform Law affects our ability to plan.

***Reporting and disclosure obligations under the Physician Payment Sunshine Act provisions of the Health Care Reform Law increase the cost of our regulatory compliance.***

The Physician Payment Sunshine Act imposes annual reporting and disclosure requirements for drug and device manufacturers with regard to payments or other transfers of value made to covered recipients (including physicians, dentists and teaching hospitals), and for such manufacturers and for group purchasing organizations, with regard to certain ownership interests held by physicians in the reporting entity. Under the Physician Payment Sunshine Act we are required to collect and report detailed information regarding certain financial relationships we have with covered recipients such as physicians, dentists and teaching hospitals. We may also be required to report under certain state transparency laws that address circumstances not covered by the Physician Payment Sunshine Act, and some of these state laws, as well as the federal law, can be ambiguous. We are also subject to foreign regulations requiring transparency of certain interactions between suppliers and their customers. Our compliance with these rules imposes additional costs on us.

***Failure to comply with existing and future U.S. and foreign laws and regulatory requirements, including those governing the distribution of pharmaceuticals and controlled substances, could subject us to claims or otherwise harm our business.***

Our business is subject to requirements under various local, state, federal and international laws and regulations applicable to the distribution of pharmaceuticals and medical devices, and human cells, tissue and cellular and tissue-based products, also known as HCT/P products, and animal feed and supplements. Among other things, such laws, and the regulations promulgated thereunder:

- regulate the storage and distribution, labeling, packaging, handling, reporting, record keeping, introduction, manufacturing and marketing of drugs, HCT/P products and medical devices;
- subject us to inspection by the FDA and the DEA;
- regulate the storage, transportation and disposal of certain of our products that are considered hazardous materials;
- regulate the distribution and storage of pharmaceuticals and controlled substances;
- require us to advertise and promote our drugs and devices in accordance with applicable FDA requirements;
- require registration with the FDA and the DEA and various state agencies;
- require record keeping and documentation of transactions involving drug products;

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- require us to design and operate a system to identify and report suspicious orders of controlled substances to the DEA;
- require us to manage returns of products that have been recalled and subject us to inspection of our recall procedures and activities; and
- impose reporting requirements if a pharmaceutical, HCT/P product or medical device causes serious illness, injury or death.

By way of example, we are required to hold valid DEA and state-level registrations and licenses, meet various security and operating standards and comply with the Controlled Substances Act and its accompanying regulations governing the storage, sale, marketing and handling of controlled substances. Applicable federal, state, local and foreign laws and regulations also may require us to meet various standards relating to, among other things, licensure or registration, sales and marketing practices, product integrity and supply tracking to the manufacturer of the product, personnel, privacy and security of health or other personal information, installation, maintenance and repair of equipment, and the importation and exportation of products. Our business is also subject to requirements of similar and other foreign governmental laws and regulations affecting our operations abroad.

The failure to comply with any of these regulations, or new interpretations of existing laws and regulations, or the imposition of any additional laws and regulations, could materially adversely affect our business. Allegations by a governmental body that we have not complied with these and future laws could have a material adverse effect on our business. If it is determined that we have not complied with these laws, we are potentially subject to penalties including warning letters, civil and criminal fines and penalties, mandatory recall of product, seizure of product and injunction, consent decrees, and suspension or limitation of product sale and distribution. If we enter into settlement agreements to resolve allegations of non-compliance, we could be required to make settlement payments or be subject to civil and criminal penalties, including fines and the loss of licenses. Non-compliance with government requirements could adversely affect our ability to participate in federal and state government health care programs, and damage our reputation.

### ***Public concern over the abuse of opioid medications in the United States, including increased legal and regulatory action, could negatively affect our business.***

Certain governmental and regulatory agencies, as well as state and local jurisdictions, are focused on the abuse of opioid medications in the United States. Federal, state and local governmental and regulatory agencies are conducting investigations of pharmaceutical manufacturers and other pharmaceutical wholesale distributors regarding the distribution of opioid medications. In June 2019, two of our subsidiaries, Patterson Logistics Services, Inc. and Patterson Veterinary Supply, Inc., were named as co-defendants in civil litigation brought by private claimants against various manufacturers, distributors and retail pharmacies throughout the United States. Managing legal proceedings and responding to government investigations is costly and involves a significant diversion of management attention. Such proceedings are unpredictable and may develop over lengthy periods of time. An adverse resolution of the pending litigation or any future lawsuits or investigations may involve substantial monetary penalties and could have a material and adverse effect on our reputation, business, financial condition and results of operations.

### ***If we fail to comply with laws and regulations relating to health care fraud or other laws and regulations, we could suffer penalties or be required to make significant changes to our operations, which could materially adversely affect our business.***

We are subject to federal and state (and similar foreign) health care fraud and abuse, referral and reimbursement laws and regulations. Some of these laws, referred to as “false claims laws,” prohibit the submission or causing the submission of false or fraudulent claims for reimbursement to federal, state and other health care payers and programs. Other laws, referred to as “anti-kickback laws,” prohibit soliciting, offering, receiving or paying remuneration in order to induce the referral of a patient or ordering, purchasing, leasing or arranging for or recommending ordering, purchasing or leasing, of items or services that are paid for by federal, state and other health care payers and programs. Health care fraud measures may implicate, for example, our relationships with pharmaceutical manufacturers, our pricing and incentive programs for physician and dental practices, and our practice management products that offer billing-related functionality.

### ***If we fail to comply with laws and regulations relating to the confidentiality of sensitive personal information or standards in electronic health records or transmissions, we could be required to make significant changes to our products, or incur substantial fines, penalties or other liabilities.***

The FDA has become increasingly active in addressing the regulation of computer software intended for use in health care settings, and has developed and continues to develop policies on regulating clinical decision support tools and other types of software as medical devices. Certain of our software and related products support practice management, and it is possible that the FDA or foreign government authorities could determine that one or more of our products is a medical device, which could subject us or one or more of our businesses to substantial additional requirements with respect to these products.

Our practice management products include electronic information technology systems that store and process personal health, clinical, financial and other sensitive information of individuals. These information technology systems may be vulnerable to breakdown, wrongful intrusions, data breaches and malicious attack, which could require us to expend significant resources to eliminate these problems and address related security concerns, and could involve claims against us by private parties and/or governmental agencies. For example, we are directly or indirectly subject to numerous federal, state, local and foreign laws and regulations that protect the privacy and security of such information, such as HIPAA. HIPAA requires, among other things, the implementation of various recordkeeping, operational, notice and other practices intended to safeguard that information, limit its use to allowed purposes and notify individuals in the event of privacy and security breaches. Failure to comply with these laws and regulations could expose us to breach of contract claims, substantial fines, penalties and other liabilities and expenses, costs for remediation and harm to our reputation. Also, evolving laws and regulations in this area could restrict the ability of our customers to obtain, use or disseminate patient information, or could require us to incur significant additional costs to re-design our products in a timely manner to reflect these legal requirements, either of which could have a material adverse effect on our results of operations.

Other health information standards, such as regulations under HIPAA, establish standards regarding electronic health data transmissions and transaction code set rules for specific electronic transactions, such as transactions involving claims submissions to third party payers. Certain of our electronic practice management products must meet these requirements. Failure to abide by electronic health data transmission standards could expose us to breach of contract claims, substantial fines, penalties and other liabilities and expenses, costs for remediation and harm to our reputation.

In addition, the European Parliament and the Council of the European Union have adopted a new pan-European General Data Protection Regulation ("GDPR"), effective from May 25, 2018, which increases privacy rights for individuals in Europe, extends the scope of responsibilities for data controllers and data processors, and imposes increased requirements and potential penalties on companies offering goods or services to individuals who are located in Europe ("Data Subjects") or monitoring the behavior of such individuals (including by companies based outside of Europe). Noncompliance can result in penalties of up to the greater of EUR 20 million, or 4% of global company revenues. Individual member states may impose additional requirements and penalties as they relate to certain things such as employee personal data. Among other things, the GDPR requires with respect to data concerning Data Subjects, company accountability, consents from Data Subjects or other acceptable legal basis needed to process the personal data, prompt breach notifications within 72 hours, fairness and transparency in how the personal data is stored, used or otherwise processed, and data integrity and security, and provides rights to Data Subjects relating to modification, erasure and transporting of the personal data. Our compliance with the new regulation has imposed additional costs on us, and we cannot predict whether the interpretations of the requirements, or changes in our practices in response to new requirements or interpretations of the requirements, could have a material adverse effect on our business.

We also sell products and services that health care providers use to store and manage patient medical or dental records. These customers are subject to laws, regulations and industry standards, such as HIPAA and the Payment Card Industry Data Security Standards, which require that they protect the privacy and security of those records, and our products may be used as part of these customers' comprehensive data security programs, including in connection with their efforts to comply with applicable privacy and security laws. Perceived or actual security vulnerabilities in our products or services, or the perceived or actual failure by us or our customers who use our products to comply with applicable legal or contractual requirements, may not only cause us significant reputational harm, but may also lead to claims against us by our customers and/or governmental agencies and involve substantial fines, penalties and other liabilities and expenses and costs for remediation.

***Risks generally associated with our information systems and cyber-security attacks could adversely affect our results of operations.***

We rely on information systems ("IS") in our business to obtain, rapidly process, analyze and manage data to, among other things:



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- facilitate the purchase and distribution of thousands of inventory items through numerous fulfillment centers;
- receive, process and ship orders on a timely basis;
- accurately bill and collect from thousands of customers;
- process payments to suppliers; and
- provide products and services that maintain certain of our customers' electronic medical or dental records (including protected health information of their human patients).

As the breadth and complexity of our IS continue to grow, we will increasingly be exposed to the risks inherent in the development, integration and ongoing operation of evolving information systems, including:

- disruption, impairment or failure of data centers, telecommunications facilities or other key infrastructure platforms;
- security breaches of, cyberattacks on and other failures or malfunctions in our critical application systems or their associated hardware; and
- excessive costs, excessive delays or other deficiencies in systems development and deployment.

Our IS are vulnerable to natural disasters, power losses, computer viruses, telecommunication failures and other problems. In addition, information security risks have generally increased in recent years. Increased IS security threats and more sophisticated computer crime, including advanced persistent threats, pose a potential risk to the security of our IS, customers and other business partners, as well as the confidentiality, availability, and integrity of our data, customers and other business partners. Cyber threats are rapidly evolving and are becoming increasingly sophisticated. Despite our efforts to ensure the integrity of our systems, as cyber threats evolve and become more difficult to detect and successfully defend against, one or more cyber threats might defeat the measures that we or our vendors take to anticipate, detect, avoid or mitigate such threats. Certain techniques used to obtain unauthorized access, introduce malicious software, disable or degrade service, or sabotage systems may be designed to remain dormant until a triggering event and we may be unable to anticipate these techniques or implement adequate preventative measures since techniques change frequently or are not recognized until launched, and because cyberattacks can originate from a wide variety of sources. These data breaches and any unauthorized access or disclosure of our information could compromise intellectual property and expose sensitive business information. Cyber-attacks could also cause us to incur significant remediation costs, disrupt key business operations and divert attention of management and key information technology resources. A cyber-security attack that bypasses our IS security causing an IS security breach may lead to a material disruption of our IS and/or the loss of business information, which could adversely affect our business. These risks may include, among others, the following:

- future results could be adversely affected due to the theft, destruction, loss, misappropriation or release of confidential data or intellectual property;
- operational or business delays resulting from the disruption or damage of IS and subsequent clean-up and mitigation activities, including our ability to process orders, maintain proper levels of inventories, collect accounts receivable and disburse funds;
- negative publicity resulting in reputation or brand damage with our customers, suppliers or industry peers; and
- lawsuits for, or regulatory proceedings relating to, a breach of personal financial and health information belonging to our customers and their patients.

The materialization of any of these risks may impede the processing of data and the day-to-day management of our business and could result in the corruption, loss or unauthorized disclosure of proprietary, confidential or other data. Disaster recovery plans, where in place, might not adequately protect us in the event of a system failure. Despite any precautions we take, damage from fire, floods, hurricanes, power loss, telecommunications failures, computer viruses, break-ins and similar events at our various computer facilities could result in interruptions in the flow of data to our servers.

We also increasingly rely upon server- and Internet-based technologies to run our business and to store our data as well as our customers' data. The use of such technologies may carry additional cyber-security risks relative to those posed by legacy technologies. Our Internet-based services also depend on our ability and the ability of our customers access the Internet. In the event of any difficulties, outages or delays by Internet service providers, we may be impeded from providing such services, which may have a material adverse effect on our business and our reputation.

Our results of operations and cash flows could be adversely affected if our IS are interrupted, damaged by unforeseen events, are subject to cyber-security attacks, or fail for any extended period of time. If our business continuity plans do not provide effective alternative processes on a timely basis, we may suffer interruptions in our ability to manage

or conduct our operations, which may adversely affect our business. We may need to expend additional resources in the future to continue to protect against, or to address problems caused by, any business interruptions or data security breaches.

***Breaches of information systems security could damage our reputation, disrupt operations, increase costs and/or decrease revenues.***

We collect and store confidential information from customers so that they may, among other things, purchase products or services, use our software or practice management systems, enroll in promotional programs, register on our websites, engage in data conversion or otherwise communicate or interact with us. We also acquire and retain information about suppliers, employees and others in the normal course of business. We may be unable to protect sensitive data and/or the integrity of our IS. In addition, compliance with evolving privacy and information security laws and standards may result in significant additional expense due to increased investment in technology and the development of new operational processes. We could be subject to liability for failure to comply with these laws and standards, failure to protect information, or failure to respond appropriately to an incident or misuse of information, including use of information for unauthorized marketing purposes.

***The products we sell are subject to market and technological obsolescence; our software products may contain undetected errors or bugs when released.***

Some of the products we distribute are subject to technological obsolescence outside of our control, since we do not manufacture the majority of the products we sell. If our customers discontinue purchasing a given product, we might have to record expense related to the diminution in value of inventories we have in stock, and depending on the magnitude, that expense could adversely impact our operating results.

Furthermore, we cannot be sure that we will be successful in introducing and marketing new software, software enhancements, or e-services, or that such software, software enhancements and e-services will be released on time or accepted by the market. Our software and applicable e-services products, like software products generally, may contain undetected errors or bugs when introduced, or as new versions are released. We cannot be sure that future problems with post-release software errors or bugs will not occur. Any such defective software may result in increased expenses related to the software and could adversely affect our relationships with the customers using such software, as well as our reputation. We do not have any patents on our software or e-services, and rely upon copyright, trademark and trade secret laws, as well as contractual and common-law protections. We cannot provide assurance that such legal protections will be available or enforceable to protect our software or e-services products.

***Volatility in the financial markets could adversely affect our operating results and financial condition.***

Volatility and other disruptions in the financial markets could adversely affect the cost and availability of credit to us, as well as the cost of, and ability to sell, finance contracts we receive from customers to outside financial institutions. Reduced access to capital for our customers limits the amount of investment that they can make in their businesses, and with limited investment by the customer, our revenue from equipment sales could be adversely affected.

***Our ability to make payments on our debt obligations depends on our performance.***

Our ability to make scheduled payments on, or refinance, our debt obligations depends on our operational and financial performance, which is subject to general economic, financial market, competitive, regulatory and other conditions and the interest rate environment that are beyond our control. If our performance were to suffer, our access to the capital necessary to run our business may become limited.

***The market price for our common stock may be highly volatile.***

The market price for our common stock may be highly volatile. A variety of factors may have a significant impact on the market price of our common stock, including, but not limited to:

- the publication of earnings estimates or other research reports and speculation in the press or investment community;
- changes in our industry and competitors;
- changes in government, legislation and regulation;
- our financial condition, results of operations and cash flows and prospects;

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- stock repurchases;
- activism by any single large shareholder or combination of shareholders;
- any future issuances of our common stock, which may include primary offerings for cash, stock splits, issuances in connection with business acquisitions, issuances of restricted stock/units and the grant or exercise of stock options from time to time;
- general market and economic conditions; and
- any outbreak or escalation of hostilities in areas where we do business.

In addition, the Nasdaq Stock Market can experience extreme price and volume fluctuations that can be unrelated or disproportionate to the operating performance of the companies listed on Nasdaq. Broad market and industry factors may negatively affect the market price of our common stock, regardless of actual operating performance. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against companies. This type of litigation could result in substantial costs and a diversion of management's attention and resources, which could have a material adverse effect on our business.

### ***Recent significant changes to our executive leadership team and any future loss of members of such team, and the resulting management transitions might harm our future operating results.***

We have recently experienced significant changes to our senior leadership team. In June 2017, we announced a leadership transition involving our Chief Executive Officer. Following the service of an Interim Chief Executive Officer, our board appointed a successor Chief Executive Officer whose employment commenced in November 2017. In March 2018, we announced a leadership transition involving our Chief Financial Officer and our board has appointed a successor Chief Financial Officer whose employment commenced in June 2018. Furthermore, Patterson Dental obtained a new President in February 2019. These types of management changes have the potential to disrupt our operations due to the operational and administrative inefficiencies, added costs, decreased employee morale, uncertainty and decreased productivity among our employees, increased likelihood of turnover, and the loss of personnel with deep institutional knowledge, which could result in significant disruptions to our operations. In addition, we must successfully integrate the new executive leadership team members within our organization in order to achieve our operating objectives, and changes in key leadership positions may temporarily affect our financial performance and results of operations as new leadership becomes familiar with our business. These changes could increase the volatility of our stock price. These changes also increase our dependency on other members of the executive leadership team who remain with us. These individuals are not contractually obligated to remain employed by us and may leave at any time. Such a departure could be particularly disruptive in light of the recent transitions. In addition, the loss of any of these individuals could significantly delay, prevent the achievement of, or make it more difficult for us to pursue and execute on our business objectives, and could have an adverse effect on our business, financial condition and operating results. If we are unable to mitigate these or other similar risks, our business, results of operations and financial condition may be adversely affected.

### ***Our future success depends on our leadership development and succession planning.***

Our success depends, in large part, on our ability to recruit skilled personnel and then train our personnel to support the long-term growth of our business. While our Board of Directors and management actively monitor our succession plans and processes, our business could suffer if we lose key personnel unexpectedly. In addition, competition for senior management is intense and we may not be successful in attracting and retaining key personnel.

### ***We may experience significant disruptions in our operations resulting from our enterprise resource planning system initiatives.***

We depend on our information technology systems and our financial shared services for the efficient functioning of our business, including accounting, billing, data storage, purchasing and inventory management. In addition, we have implemented an enterprise resource planning ("ERP") system across certain significant operating locations to support our operations. The implementation of this ERP system required, and will continue to require, the investment of human and financial resources. We have incurred and expect to continue to incur additional expenses as we continue to enhance and develop our ERP system. As a result of our ERP initiatives, we may encounter difficulties in operating our business, which could disrupt our operations, including our ability to timely ship and track customer orders, determine inventory requirements, manage our supply chain, manage customer billing and otherwise adequately service our customers, and lead to increased costs and other difficulties. If we experience significant disruptions resulting from our ERP initiatives, we may not be able to repair our systems in an efficient and timely manner. Accordingly, such

events may disrupt or reduce the efficiency of our entire operation and have a material adverse effect on our operating results and cash flows.

***Our business could be negatively adversely affected as a result of shareholder activism.***

We could face adverse consequences as a result of the actions of activist investors. Campaigns by shareholders to effect changes at publicly traded companies are sometimes led by investors seeking to increase short-term shareholder value through actions such as financial restructuring, increased debt, special dividends, stock repurchases or sales of assets or the entire company. Responding to shareholder activism or engaging in a process or proxy contest may be costly and time-consuming, disrupt our operations and divert the attention of our management team and our employees from executing our business plan, which could adversely affect our business and results of operations.

***We may be required to record a significant charge to earnings if our goodwill or other intangible assets become impaired.***

Our balance sheet includes goodwill and other identifiable intangible assets. If impairment of our goodwill or other identifiable intangible assets is determined, we may be required to record a significant charge to earnings in the period of such determination under U.S. generally accepted accounting principles (GAAP).

***Our credit agreement contains restrictive covenants and our other debt instruments contain cross-default provisions, which limit our business and financing activities.***

In order to fund our financial obligations in connection with the Animal Health International, Inc. acquisition, we entered into a credit agreement, which includes customary covenants that impose restrictions on our business and financing activities, subject to certain exceptions or the consent of our lenders, including, among other things, limits on our ability to incur additional debt, create liens, enter into merger, acquisition and divestiture transactions, pay dividends and engage in transactions with affiliates. The credit agreement contains certain customary affirmative covenants, including a requirement that we maintain a maximum consolidated leverage ratio and a minimum consolidated interest coverage ratio, and customary events of default. Our ability to comply with these covenants may be adversely affected by events beyond our control, including economic, financial and industry conditions. A breach of the credit agreement covenants may result in an event of default, which could allow our lenders to terminate the commitments under the credit agreement, declare all amounts outstanding under the credit agreement (if any), together with accrued interest, to be immediately due and payable, and exercise other rights and remedies, and, through cross-default provisions, would entitle our other lenders to accelerate their loans. If this occurs, we may not be able to refinance the accelerated indebtedness on acceptable terms, or at all, or otherwise repay the accelerated indebtedness.

***Audits by tax authorities could result in additional tax payments for prior periods, and tax legislation could materially adversely affect our financial results and tax liabilities.***

The amount of income taxes we pay is subject to ongoing audits by U.S. federal, state and local tax authorities and by non-U.S. tax authorities. If these audits result in assessments different from our reserves, our future results may include unfavorable adjustments to our tax liabilities.

We are subject to the tax laws and regulations of the U.S. federal, state and local governments, as well as foreign jurisdictions. From time to time, various legislative initiatives may be proposed that could materially adversely affect our tax positions. There can be no assurance that our effective tax rate will not be materially adversely affected by legislation resulting from these initiatives. In December 2017, the U.S. government enacted legislation referred to as the Tax Act, which significantly revises the Internal Revenue Code of 1986, as amended. The legislation is unclear in certain respects and will require the U.S. Internal Revenue Service ("IRS") to issue regulations and interpretations, and possibly technical corrections. While there can be no assurance as to the impact of any additional guidance by the IRS, or of any guidance that may be issued by the SEC or the Financial Accounting Standards Board relating to the Tax Act, we have completed our accounting for the law change based on management's current interpretation of the new legislation.

In addition, tax laws and regulations are extremely complex and subject to varying interpretations. Although we believe that our historical tax positions are sound and consistent with applicable laws, regulations and existing precedent, they can be no assurance that our tax positions will not be challenged by relevant tax authorities or that we would be successful in any such challenge.

***We are exposed to the risk of changes in interest rates.***

Our balance sheet includes certain non-current assets that are sensitive to movements in short-term interest rates. The variable rates are comprised of both LIBOR and commercial paper rates plus a spread and reset on certain dates, as set forth in the respective agreements. In addition, our balance sheet includes fixed rate long-term debt, whose fair value could be adversely affected by movements in interest rates. We finance purchases by our customers using finance contracts that are issued at fixed interest rates, and sell these contracts under various funding arrangements that are priced using variable interest rates. Sudden and dramatic changes in the interest rates within relevant markets could adversely affect our results of operations. In addition, changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate, may adversely affect interest rates on our current or future assets and debt and may otherwise adversely affect our business and results of operations.

***Our governing documents, other documents to which we are a party, and Minnesota law may discourage takeovers and business combinations that our shareholders might consider to be in their best interests.***

Anti-takeover provisions of our articles of incorporation, bylaws, and Minnesota law could diminish the opportunity for shareholders to participate in acquisition proposals at a price above the then current market price of our common stock. For example, while we have no present plans to issue any preferred stock, our Board of Directors, without further shareholder approval, may issue up to approximately 30 million shares of undesignated preferred stock and fix the powers, preferences, rights and limitations of such class or series, which could adversely affect the voting power of our common stock. Further, as a Minnesota corporation, we are subject to provisions of the Minnesota Business Corporation Act, or MBCA, regarding “control share acquisitions” and “business combinations.” We may, in the future, consider adopting additional anti-takeover measures. The authority of our Board of Directors to issue undesignated preferred stock and the anti-takeover provisions of the MBCA, as well as any future anti-takeover measures adopted by us, may, in certain circumstances, delay, deter or prevent takeover attempts and other changes in control of our company not approved by our Board of Directors.

In addition, our Amended and Restated Equity Incentive Plan provides that awards issued under that plan are fully vested and all restrictions on the awards lapse in the event of a change in control, as defined in such plan. Additionally, our Capital Accumulation Plan provides that on an event of acceleration, as defined in the plan, the restrictions on shares of restricted stock lapse and such stock becomes fully vested. An event of acceleration occurs if (a) a person has acquired a beneficial ownership interest in 30% or more of the voting power of our company, (b) a tender offer is made to acquire 30% or more of our company, (c) a solicitation subject to Rule 14a-11 of the Securities Exchange Act of 1934 relating to the election or removal of 50% or more of our Board of Directors occurs, or (d) our shareholders approve a merger, consolidation, share exchange, division or sale of our company’s assets. Furthermore, if the surviving or acquiring company in a change in control does not assume our company’s outstanding incentive awards or provide for their equivalent substitutes, our Amended and Restated 2015 Omnibus Incentive Plan provides for accelerated vesting of incentive awards following a change in control upon the termination of the employee’s service and in certain other circumstances, provided such event occurs within two years of a change in control.

**Item 1B. UNRESOLVED STAFF COMMENTS**

None.

**Item 2. PROPERTIES**

We own our principal executive offices in St. Paul, Minnesota, and the majority of our distribution facilities. Leases of other distribution and administrative facilities generally are on a long-term basis, expiring at various times, with options to renew for additional periods. Most sales offices are leased for varying and usually shorter periods, with or without renewal options. We believe our properties are in good operating condition and are suitable for the purposes for which they are being used.

**Patterson Logistics Services**

The majority of assets we use to distribute product are owned and operated by Patterson Logistics Services, Inc. (“PLSI”), a wholly-owned subsidiary, which operates the distribution function for the benefit of our dental and animal health segments in the U.S. PLSI also advises on the operations of our fulfillment centers outside of the U.S., but these properties are not owned by PLSI.

As of April 27, 2019, PLSI operated the following 13 fulfillment centers (seven primary centers) totaling 1.0 million square feet:

- two dental fulfillment centers (Hawaii and Texas);
- four animal health fulfillment centers (Alabama, Colorado and Texas (two)); and
- seven fulfillment centers that distribute dental and animal health products (California, Florida, Indiana, Iowa, Pennsylvania, South Carolina and Washington).

Approximately 90% of the PLSI fulfillment center space is owned.

#### **Dental**

The Dental segment is headquartered in our principal executive offices, and maintains sales and administrative offices at approximately 59 locations across 39 states in the U.S. and 9 locations in Canada, the majority of which are leased. Operations in Canada are supported by fulfillment centers located in Quebec and Alberta. In addition, this segment operates the Patterson Technology Center, a 100,000 square-foot facility in Illinois.

#### **Animal Health**

In addition to the locations operated by PLSI, Patterson Animal Health has approximately 100 properties located in the U.S., Canada and the U.K., the majority of which are leased. In the U.S., these properties are in 86 locations across 27 states, and comprise fulfillment centers, storage locations, sales and administrative offices, retail stores and call centers. In Canada, operations are supported by two fulfillment centers located in Alberta and Ontario. The segment's operations in the U.K. are supported by a primary distribution facility in Stoke-on-Trent and an additional nine depots used as secondary distribution points throughout the U.K. The headquarters for this segment are located in a leased office in Colorado.

### **Item 3. LEGAL PROCEEDINGS**

In September 2015, we were served with a summons and complaint in an action commenced in the U.S. District Court for the Eastern District of New York, entitled *SourceOne Dental, Inc. v. Patterson Companies, Inc., Henry Schein, Inc. and Benco Dental Supply Company*, Civil Action No. 15-CV-05440-JMA-GRB. SourceOne, as plaintiff, alleges that, through its website, it markets and sells dental supplies and equipment to dentists. SourceOne alleges in the complaint, among other things, that we, along with the defendants Henry Schein and Benco, conspired to eliminate plaintiff as a competitor and to exclude them from the market for the marketing, distribution and sale of dental supplies and equipment in the U.S. and that defendants unlawfully agreed with one another to boycott dentists, manufacturers, and state dental associations that deal with, or considered dealing with, plaintiff. Plaintiff asserts the following claims: (i) unreasonable restraint of trade in violation of state and federal antitrust laws; (ii) tortious interference with prospective business relations; (iii) civil conspiracy; and (iv) aiding and abetting the other defendants' ongoing tortious and anticompetitive conduct. Plaintiff seeks equitable relief, compensatory and treble damages, jointly and severally, punitive damages, interest, and reasonable costs and expenses, including attorneys' fees and expert fees. In June 2017, Henry Schein settled with SourceOne and was dismissed from this litigation with prejudice. We are vigorously defending ourselves in this litigation. Trial is scheduled to begin on September 16, 2019. We do not anticipate that this matter will have a material adverse effect on our financial statements.

Beginning in January 2016, purported antitrust class action complaints were filed against defendants Henry Schein, Inc., Benco Dental Supply Company and Patterson Companies, Inc. Although there were factual and legal variations among these complaints, each alleged that defendants conspired to foreclose and exclude competitors by boycotting manufacturers, state dental associations, and others that deal with defendants' competitors. On February 9, 2016, the U.S. District Court for the Eastern District of New York ordered all of these actions, and all other actions filed thereafter asserting substantially similar claims against defendants, consolidated for pre-trial purposes. On February 26, 2016, a consolidated class action complaint was filed by Arnell Prato, D.D.S., P.L.L.C., d/b/a Down to Earth Dental, Evolution Dental Sciences, LLC, Howard M. May, DDS, P.C., Casey Nelson, D.D.S., Jim Peck, D.D.S., Bernard W. Kurek, D.M.D., Larchmont Dental Associates, P.C., and Keith Schwartz, D.M.D., P.A. (collectively, "putative class representatives") in the U.S. District Court for the Eastern District of New York, entitled *In re Dental Supplies Antitrust Litigation*, Civil Action No. 1:16-CV-00696-BMC-GRB. Subject to certain exclusions, the putative class representatives seek to represent all private dental practices and laboratories who purchased dental supplies or equipment in the U.S. directly from any of the defendants, during the period beginning August 31, 2008 until March 31, 2016. In the consolidated class action complaint, putative class representatives allege a nationwide agreement among Henry Schein, Benco, Patterson and non-party Burkhart Dental Supply Company, Inc. not to compete on price. The consolidated class action complaint

asserts a single count under Section 1 of the Sherman Act, and seeks equitable relief, compensatory and treble damages, jointly and severally, interest, and reasonable costs and expenses, including attorneys' fees and expert fees. On September 28, 2018, the parties executed a settlement agreement that proposes, subject to court approval, a full and final settlement of the lawsuit on a class-wide basis. Subject to certain exceptions, the settlement class consists of all persons or entities that purchased dental products directly from Henry Schein, Patterson, Benco and Burkhart, or any combination thereof, during the period August 31, 2008 through and including March 31, 2016. In September 2018, we signed an agreement to settle the litigation. Under the terms of the settlement, we paid \$28.3 million into escrow upon preliminary court approval. Such funds are to be released to the settlement fund administrator upon final court approval of the settlement, which was granted at the fairness hearing held on June 24, 2019. We recorded a pre-tax reserve of \$28.3 million in our first quarter 2019 results in our Corporate segment to account for the settlement of this matter.

On August 31, 2012, Archer and White Sales, Inc. ("Archer") filed a complaint against Henry Schein, Inc. as well as Danaher Corporation and its subsidiaries Instrumentarium Dental, Inc., Dental Equipment, LLC, Kavo Dental Technologies, LLC and Dental Imaging Technologies Corporation (collectively, the "Danaher Defendants") in the United States District Court for the Eastern District of Texas, Civil Action No. 2:12-CV-00572-JRG, styled as an antitrust action under Section 1 of the Sherman Act, and the Texas Free Enterprise Antitrust Act. Archer alleges a conspiracy between Henry Schein, an unnamed company and the Danaher Defendants to terminate or limit Archer's distribution rights. On August 1, 2017, Archer filed an amended complaint, adding Patterson Companies, Inc. and Benco Dental Supply Company as defendants, and alleging that Henry Schein, Patterson, Benco and non-defendant Burkhart Dental Supply Company, Inc. conspired to pressure and agreed to enlist their common suppliers, including the Danaher Defendants, to join a price-fixing conspiracy and boycott by reducing the distribution territory of, and eventually terminating, Archer. Archer seeks injunctive relief, and damages in an amount to be proved at trial, to be trebled with interest and costs, including attorneys' fees, jointly and severally. On June 25, 2018, the United States Supreme Court granted certiorari to review an arbitration issue raised by the Danaher Defendants, thereby continuing the case stay implemented in March 2018. On October 29, 2018, the Supreme Court heard oral arguments. On January 8, 2019, the Supreme Court issued its published decision vacating the judgment of the U.S. Court of Appeals for the Fifth Circuit and remanded the case to the Fifth Circuit for further proceedings on a second arbitration issue consistent with the Supreme Court's opinion. The Fifth Circuit heard oral arguments on May 1, 2019. A decision is pending. We are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On August 17, 2017, IQ Dental Supply, Inc. ("IQ Dental") filed a complaint in the United States District Court for the Eastern District of New York, entitled IQ Dental Supply, Inc. v. Henry Schein, Inc., Patterson Companies, Inc. and Benco Dental Supply Company, Case No. 2:17-CV-4834. Plaintiff alleges that it is a distributor of dental supplies and equipment, and sells dental products through an online dental distribution platform operated by SourceOne Dental, Inc. IQ Dental alleges, among other things, that defendants conspired to suppress competition from IQ Dental and SourceOne for the marketing, distribution and sale of dental supplies and equipment in the United States, and that defendants unlawfully agreed with one another to boycott dentists, manufacturers and state dental associations that deal with, or considered dealing with, plaintiff and SourceOne. Plaintiff claims that this alleged conduct constitutes unreasonable restraint of trade in violation of Section 1 of the Sherman Act, New York's Donnelly Act and the New Jersey Antitrust Act, and also makes pendant state law claims for tortious interference with prospective business relations, civil conspiracy and aiding and abetting. Plaintiff seeks injunctive relief, compensatory, treble and punitive damages, jointly and severally, and reasonable costs and expenses, including attorneys' fees and expert fees. On December 21, 2017, the District Court granted defendants motion to dismiss the complaint with prejudice. Plaintiff appealed the District Court's order. On May 10, 2019, the U.S. Court of Appeals for the Second Circuit affirmed dismissal of all of IQ Dental's claims but reversed the District Court on dismissal of IQ Dental's direct boycott claims. The case was remanded to the District Court to proceed in accordance with that opinion. We are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On February 12, 2018, the Federal Trade Commission ("FTC") issued an administrative complaint entitled *In the Matter of Benco Dental Supply Co., Henry Schein, Inc., and Patterson Companies, Inc.* Docket No. 9379. The administrative complaint alleges "reason to believe" that Patterson and the other respondents violated Section 5 of the FTC Act, 15 U.S.C. § 45 by conspiring to refuse to offer discounted prices or otherwise negotiate with buying groups seeking to obtain supply agreements on behalf of groups of solo practitioners or small group dental practices. The administrative complaint seeks injunctive relief against Patterson, including an order to cease and desist from the conduct alleged in the complaint and a prohibition from conspiring or agreeing with any competitor or any person to refuse to provide discounts to or compete for the business of any customer. No money damages are sought. We are vigorously defending ourselves against the administrative complaint. The hearing in front of an Administrative Law Judge of the FTC in

Washington, D.C. began on October 16, 2018. The factual record closed on February 21, 2019 and post-trial briefing ended on June 6, 2019. We do not anticipate this matter will have a material adverse effect on our financial statements.

On March 28, 2018, Plymouth County Retirement System (“Plymouth”) filed a federal securities class action complaint against Patterson Companies, Inc. and its former CEO Scott P. Anderson and former CFO Ann B. Gugino in the U.S. District Court for the District of Minnesota in a case captioned *Plymouth County Retirement System v. Patterson Companies, Inc., Scott P. Anderson and Ann B. Gugino*, Case No. 0:18-cv-00871 MJD/SER. On November 9, 2018, the complaint was amended to add former CEO James W. Wiltz and former CFO R. Stephen Armstrong as individual defendants. Under the amended complaint, on behalf of all persons or entities that purchased or otherwise acquired Patterson’s common stock between June 26, 2013 and February 28, 2018, Plymouth alleges that Patterson violated federal securities laws by failing to disclose that Patterson’s revenue and earnings were “artificially inflated by Defendants’ illicit, anti-competitive scheme with its purported competitors, Benco and Schein, to prevent the formation of buying groups that would allow its customers who were office-based practitioners to take advantage of pricing arrangements identical or comparable to those enjoyed by large-group customers.” In its class action complaint, Plymouth asserts one count against Patterson for violating Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and a second, related count against the individual defendants for violating Section 20(a) of the Exchange Act. Plymouth seeks compensatory damages, pre- and post-judgment interest and reasonable attorneys’ fees and experts’ witness fees and costs. On August 30, 2018, Gwinnett County Public Employees Retirement System and Plymouth County Retirement System, Pembroke Pines Pension Fund for Firefighters and Police Officers, Central Laborers Pension Fund were appointed lead plaintiffs. While the outcome of litigation is inherently uncertain, we believe that the class action complaint is without merit, and we are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements. Patterson has also received, and responded to, requests under Minnesota Business Corporation Act § 302A.461 to inspect corporate books and records relating to the issues raised in the securities class action and the antitrust matters discussed above.

During the first quarter of fiscal 2019, the U.S. Attorney’s Office for the Western District of Virginia informed us that our subsidiary, Animal Health International, Inc., has been designated a target of a criminal investigation. The investigation originally related to Animal Health International sales of prescription animal health products to certain persons and/or locations not licensed to receive them in Virginia and Tennessee in violation of federal and state laws. After being contacted by the U.S. Attorney’s office, Patterson retained outside legal counsel and began an internal investigation which remains ongoing. Since that time, we have produced documents both responsive to grand jury subpoenas and voluntarily. In December 2018, as a result of our ongoing internal investigation, we voluntarily advised the U.S. Attorney’s Office of Animal Health International shipments of prescription animal health products that were made from a warehouse rather than a pharmacy to customers in the states of Virginia and Tennessee. Thereafter, as part of our ongoing internal investigation, we conducted a comprehensive review of Animal Health International’s distribution and licensing practices across all 50 U.S. states. That review identified compliance issues in additional states, which we voluntarily disclosed to the U.S. Attorney’s Office in April 2019. Our Board of Directors also has established a special investigation committee to oversee and continue the investigation, to review our licensing, dispensing, distribution and related sales practices company-wide, and to report on its findings to the Board and to the U.S. Attorney’s Office. As a result of the ongoing internal investigation, we have modified our licensing, dispensing, distribution and related sales processes and are continuing to evaluate the need for further modification. We continue to cooperate with the U.S. Attorney’s Office and have agreed to extend the existing tolling agreement. At this time, we are unable to make an estimate of the amount of loss, or range of possible loss, that we could incur as a result of the foregoing matter. This matter may divert management’s attention and cause us to suffer reputational harm. We also may be subject to fines or penalties, equitable remedies (including but not limited to the revocation of or non-renewal of licenses) and litigation. The occurrence of any of these events could adversely affect our business, financial condition and results of operations.

On August 28, 2018, Kirsten Johnsen filed a stockholder derivative complaint against Patterson Companies, Inc., as a nominal defendant, and the following former and current officers and directors of Patterson: Scott Anderson, Ann Gugino, James Wiltz, John Buck, Jody Feragen, Ellen Rudnick, Les Vinney, Neil Schrimsher, Sarena Lin, Harold Slavkin, Alex Blanco and Mark Walchirk as individual defendants in Hennepin County District Court in a case captioned *Kirsten Johnsen v. Scott P. Anderson et al.*, Case No. 27-CV-18-14315. Derivatively on behalf of Patterson, plaintiff alleges that Patterson “suppressed price competition and maintained supracompetitive prices for dental supplies and equipment by entering into agreements with Henry Schein and Benco to: (i) fix margins for dental supplies and equipment; and (ii) block the entry and expansion of lower-margin, lower-priced, rival dental distributors through threatened and actual group boycotts.” Plaintiff further alleges that the individual defendants failed to disclose Patterson’s alleged “price-fixing scheme” to the public and purportedly “caused Patterson to repurchase over \$412.8



million worth of its own stock at artificially inflated prices.” In the derivative complaint, plaintiff asserts three counts against the individual defendants for: (i) breach of fiduciary duty; (ii) waste of corporate assets; and (iii) unjust enrichment. Plaintiff seeks compensatory damages, equitable and injunctive relief as permitted by law, costs, disbursements and reasonable attorneys’ fees, accountants’ fees and experts’ fees, costs and expenses, and an order awarding restitution from the individual defendants and directing Patterson “to take all necessary actions to reform and improve its corporate governance and internal procedures.” On February 19, 2019, the court ordered this litigation stayed pending resolution of the below-described case brought by Sally Pemberton. While the outcome of litigation is inherently uncertain, we believe that the derivative complaint is without merit, and we intend to vigorously defend ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On October 1, 2018, Sally Pemberton filed a stockholder derivative complaint against Patterson Companies, Inc., as a nominal defendant, and the following former and current officers and directors of Patterson: Scott Anderson, Ann Gugino, Mark Walchirk, John Buck, Alex Blanco, Jody Feragen, Sarena Lin, Ellen Rudnick, Neil Schrimsher, Les Vinney, James Wiltz, Paul Guggenheim, David Misiak and Tim Rogan as individual defendants in the United States District Court for the District of Minnesota in a case captioned *Sally Pemberton v. Scott P. Anderson, et al.*, Case No. 18-CV-2818 (PJS/HB). Derivatively on behalf of Patterson, plaintiff alleges that Patterson, with Benco and Henry Schein, “engage[d] in a conspiracy in restraint of trade, whereby the companies agreed to refuse to offer discounted prices or otherwise negotiate with GPOs, agreed to fix margins on dental supplies and equipment, agreed not to poach one another’s customers or sales representatives, and agreed to block the entry and expansion of rival distributors. Plaintiff further alleges that the individual defendants failed to disclose Patterson’s alleged “antitrust misconduct” to the public and purportedly caused Patterson to repurchase \$412.8 million of its own stock at prices that were artificially inflated. In the derivative complaint, plaintiff asserts six counts against the individual defendants for: (i) breach of fiduciary duty; (ii) waste of corporate assets; (iii) unjust enrichment; (iv) violations of Section 14(a) of the Exchange Act; (v) violations of Section 10(b) and Rule 10b-5 of the Exchange Act and (vi) violations of Section 20(a) of the Exchange Act. Plaintiff seeks compensatory damages with pre-judgment and post-judgment interest, costs, disbursements and reasonable attorneys’ fees, experts’ fees, costs and expenses, and an order awarding restitution from the individual defendants and directing Patterson “to take all necessary actions to reform and improve its corporate governance and internal procedures.” While the outcome of litigation is inherently uncertain, we believe that the derivative complaint is without merit, and we intend to vigorously defend ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On October 9, 2018, Nathaniel Kramer filed indirect purchaser litigation against Patterson Companies, Inc., Henry Schein, Inc. and Benco Dental Supply Company in the United States District Court for the District of Northern District of California. The purported class action complaint asserts violations of the California Cartwright Act and the California Unfair Competition Act based on an alleged agreement between Schein, Benco, and Patterson (and unnamed co-conspirators) not to compete as to price and margins. Plaintiff alleges that the agreement allowed the defendants to charge higher prices to dental practices for dental supplies and that the dental practices passed on all, or part of, the increased prices to the consumers of dental services. Subject to certain exclusions, the complaint defines the class as all persons residing in California purchasing and/or reimbursing for dental services from California dental practices. The complaint seeks a permanent injunction, actual damages to be determined at trial, trebled, reasonable attorneys’ fees and costs, and pre- and post-judgment interest. On December 7, 2018, an amended complaint was filed asserting the same claims against the same parties. While the outcome of litigation is inherently uncertain, we believe that the indirect purchaser action is without merit, and we intend to vigorously defend ourselves in this litigation.

On January 29, 2019, a purported class action complaint was filed by R. Lawrence Hatchett, M.D. against Patterson Companies, Inc., Henry Schein, Inc., Benco Dental Supply Company, and unnamed co-conspirators in the U.S. District Court for the Southern District of Illinois. The complaint alleges that members of the proposed class suffered antitrust injury due to an unlawful boycott, price-fixing or otherwise anticompetitive conspiracy among Schein, Benco and Patterson. The complaint alleges that the alleged conspiracy overcharged Illinois dental practices, orthodontic practices and dental laboratories on their purchase of dental supplies, which in turn passed on some or all of such overcharges to members of the class. Subject to certain exclusions, the complaint defines the class as all persons residing in Illinois purchasing and/or reimbursing for dental care provided by independent Illinois dental practices purchasing dental supplies from the defendants, or purchasing from buying groups purchasing these supplies from the defendants, on or after January 29, 2015. The complaint alleges violations of the Illinois Antitrust Act, 740 Ill. Comp. Stat. §§ 10/3(2), 10/7(2), and seeks a permanent injunction, actual damages to be determined at trial, trebled, reasonable attorneys’ fees and costs, and pre- and post-judgment interest. While the outcome of litigation is inherently uncertain, we believe that the indirect purchaser action is without merit, and we intend to vigorously defend ourselves in this litigation.

In December 2017, the United States Judicial Panel on Multidistrict Litigation consolidated numerous cases filed against an array of defendants by various plaintiffs such as counties, cities, hospitals, Indian tribes and others, alleging claims generally concerning the impacts of widespread opioid abuse. The consolidated multidistrict litigation, captioned *In re National Prescription Opiate Litigation*, MDL No. 2804 (the "MDL"), is pending in the U.S. District Court for the Northern District of Ohio. On July 12, 2018, Bon Secours Health System, Inc., Bon Secours- Richmond Community Hospital, Incorporated, Bon Secours DePaul Medical Center, Inc., Bon Secours- Memorial Regional Medical Center, Inc., Bon Secours- St. Francis Medical Center, Inc., Bon Secours- St. Mary's Hospital of Richmond, Inc., Bon Secours- Virginia Healthsource, Inc., Chesapeake Hospital Corporation, Mary Immaculate Hospital, Incorporated and Maryview Hospital (collectively, the "MDL Plaintiffs") filed a complaint in the MDL against 26 manufacturers and wholesale distributors of prescription opiates (the "MDL Defendants") alleging that the MDL Defendants improperly marketed, sold or distributed prescription opiates. The MDL Plaintiffs' complaint alleges violations of federal RICO statutes, violations of the Virginia Consumer Protections Act, negligence, negligence per se, wantonness, recklessness, and gross negligence, fraud and public nuisance. The MDL Plaintiffs seek injunctive relief, the imposition of civil penalties, monetary damages, punitive damages, pre- and post-judgment interest and attorneys' fees and costs. Neither Patterson nor any of its subsidiaries were named as MDL Defendants in the original complaint. On March 15, 2019, the MDL Plaintiffs amended and supplemented their complaint to assert violations of federal RICO statutes against 67 manufacturers and wholesale distributors of prescription opiates (the "Amended MDL Defendants"). Two of Patterson's subsidiaries, Patterson Logistics Services, Inc. and Patterson Veterinary Supply, Inc., are named as Amended MDL Defendants. The MDL Plaintiffs allege that the Amended MDL Defendants "breached their legal duties under federal law to monitor, detect, investigate, refuse and report suspicious orders of prescription opiates." While the outcome of litigation is inherently uncertain, we believe that the MDL Plaintiffs' claims against Patterson Logistics Services, Inc. and Patterson Veterinary Supply, Inc. are without merit, and we intend to vigorously defend ourselves in this litigation.

While management currently believes that resolving the foregoing matters, individually or in the aggregate, will not have a material adverse effect on our financial statements, the litigation and other claims noted above are subject to inherent uncertainties and management's view of these matters may change in the future. Adverse outcomes in some or all of the claims pending against us may result in significant monetary damages or injunctive relief against us that could adversely affect our ability to conduct our business. There also exists the possibility of a material adverse effect on our financial statements for the period in which the effect of an unfavorable final outcome becomes probable and reasonably estimable.

From time to time, we may become a party to other legal proceedings, including, without limitation, product liability claims, intellectual property claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these other pending matters is anticipated to have a material adverse effect on our financial statements.

**Item 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Market Information**

Patterson's common stock trades on the NASDAQ Global Select Market<sup>®</sup> under the symbol "PDCO."

**Holders**

On June 18, 2019, the number of holders on record of common stock was 1,809. The transfer agent for Patterson's common stock is EQ Shareowner Services, 1110 Centre Pointe Curve, Suite 101, Mendota Heights, Minnesota, 55120, telephone: (800) 468-9716.

**Dividends**

In fiscal 2019, a quarterly cash dividend of \$0.26 per share was paid throughout the year. We expect to continue to pay a quarterly cash dividend for the foreseeable future; however, the payment of dividends is within the discretion of our Board of Directors and will depend upon our earnings, capital requirements, operating results and financial condition among other factors. We are also subject to various financial covenants under our debt agreements including the maintenance of leverage and interest coverage ratios.

**Securities Authorized for Issuance Under Equity Compensation Plans**

For information relating to securities authorized for issuance under equity compensation plans, see Part III, Item 12.

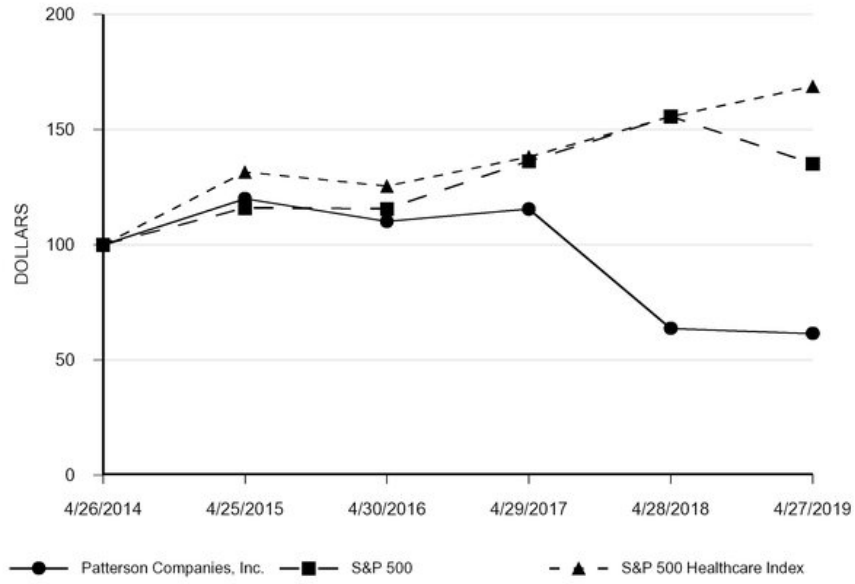
**Purchases of Equity Securities by the Issuer**

On March 13, 2018, the Board of Directors authorized a \$500 million share repurchase program through March 13, 2021. No shares were repurchased under the stock repurchase plan during the fourth quarter of fiscal 2019.

**Performance Graph**

The graph below compares the cumulative total shareholder return on \$100 invested at the market close on April 26, 2014, through April 27, 2019, with the cumulative return over the same time period on the same amount invested in the S&P 500 Index and the S&P 500 Healthcare Index.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN**



	Fiscal Year Ending					
	4/26/2014	4/25/2015	4/30/2016	4/29/2017	4/28/2018	4/27/2019
Patterson Companies, Inc.	100.00	119.99	110.09	115.48	63.64	61.44
S&P 500	100.00	115.98	115.62	136.33	155.69	135.25
S&P 500 Healthcare Index	100.00	131.55	125.46	138.12	155.63	168.77

**Item 6. SELECTED CONSOLIDATED FINANCIAL DATA**  
*(In thousands, except per share amounts)*

	Fiscal Year Ended				
	April 27, 2019 <sup>(1)</sup>	April 28, 2018 <sup>(2)</sup>	April 29, 2017 <sup>(3)</sup>	April 30, 2016 <sup>(4)</sup>	April 25, 2015
<b>Statement of Income Data:</b>					
Net sales	\$ 5,574,523	\$ 5,465,683	\$ 5,593,127	\$ 5,386,703	\$ 3,910,865
Cost of sales	4,383,748	4,266,317	4,291,730	4,063,955	2,850,316
Gross profit	1,190,775	1,199,366	1,301,397	1,322,748	1,060,549
Operating expenses	1,053,059	979,477	1,013,469	975,035	755,963
Operating income	137,716	219,889	287,928	347,713	304,586
Other expense, net	(31,488)	(40,626)	(37,047)	(46,020)	(30,268)
Income from continuing operations before taxes	106,228	179,263	250,881	301,693	274,318
Income tax expense (benefit)	23,352	(21,711)	77,093	116,009	94,235
Net income from continuing operations	82,876	200,974	173,788	185,684	180,083
Net income (loss) from discontinued operations	—	—	(2,895)	1,500	43,178
Net income	82,876	200,974	170,893	187,184	223,261
Net loss attributable to noncontrolling interests	(752)	—	—	—	—
Net income attributable to Patterson Companies, Inc.	\$ 83,628	\$ 200,974	\$ 170,893	\$ 187,184	\$ 223,261
<b>Diluted earnings (loss) per share attributable to Patterson Companies, Inc.:</b>					
Continuing operations	\$ 0.89	\$ 2.16	\$ 1.82	\$ 1.90	\$ 1.81
Discontinued operations	—	—	(0.03)	0.01	0.43
Net diluted earnings per share	\$ 0.89	\$ 2.16	\$ 1.79	\$ 1.91	\$ 2.24
Weighted average shares - diluted	93,484	93,094	95,567	97,902	99,694
Dividends per common share	\$ 1.04	\$ 1.04	\$ 0.98	\$ 0.90	\$ 0.82
<b>Balance Sheet Data:</b>					
Working capital	\$ 728,651	\$ 864,343	\$ 899,662	\$ 918,206	\$ 995,540
Total assets	3,269,269	3,471,664	3,507,913	3,520,804	2,945,248
Total long-term debt	725,341	922,030	998,272	1,022,155	722,542
Stockholders' equity	1,480,507	1,461,790	1,394,433	1,441,746	1,514,123

See the Notes to the Consolidated Financial Statements included in Item 8 of this Annual Report on Form 10-K.

- (1) Fiscal 2019 operating expenses include a pre-tax charge of \$28.3 million related to a litigation settlement. See Note 17 to the Consolidated Financial Statements for additional information.
- (2) Fiscal 2018 includes a provisional discrete net tax benefit of \$76.6 million related to the enactment of comprehensive tax legislation by the U.S. government. See Note 12 to the Consolidated Financial Statements for additional information.
- (3) Fiscal 2017 operating expenses include a pre-tax non-cash impairment charge of \$36.3 million, or \$23.0 million after taxes or \$0.24 per diluted share. See Note 4 to the Consolidated Financial Statements for additional information.
- (4) In June 2015, we acquired Animal Health International, Inc. Prior to our acquisition, Animal Health International, Inc. generated sales and earnings before interest, income taxes, depreciation and amortization of \$1.5 billion and \$68 million, respectively, during the 12 months ended March 2015. In connection with this acquisition, we incurred pre-tax transaction costs of \$13.7 million, or \$0.11 per diluted share. Also in fiscal 2016, we approved a one-time repatriation of approximately \$200.0 million of foreign earnings. This one-time repatriation reduced the overall cost of funding the acquisition of Animal Health International, Inc. In addition, certain foreign cash at Patterson Medical was required to be repatriated as part of the sale of Patterson Medical. The continuing operations tax impact of \$12.3 million from the repatriation was recorded during fiscal 2016.

## Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

Our financial information for fiscal 2019 is summarized in this Management's Discussion and Analysis and the Consolidated Financial Statements and related Notes. The following background is provided to readers to assist in the review of our financial information.

We present three reportable segments: Dental, Animal Health and Corporate. Dental and Animal Health are strategic business units that offer similar products and services to different customer bases. Dental provides a virtually complete range of consumable dental products, equipment and software, turnkey digital solutions and value-added services to dentists and dental laboratories throughout North America. Animal Health is a leading, full-line distributor in North America and the U.K. of animal health products, services and technologies to both the production-animal and companion-pet markets. Our Corporate segment is comprised of general and administrative expenses, including home office support costs in areas such as information technology, finance, legal, human resources and facilities. In addition, customer financing and other miscellaneous sales are reported within Corporate results.

Operating margins of the animal health business are considerably lower than the dental business. While operating expenses run at a lower rate in the animal health business when compared to the dental business, gross margins in the animal health business are substantially lower due generally to the low margins experienced on the sale of pharmaceutical products.

We operate with a 52-53 week accounting convention with our fiscal year ending on the last Saturday in April. Fiscal 2019, 2018 and 2017 ended on April 27, 2019, April 28, 2018 and April 29, 2017, respectively, and all years consisted of 52 weeks. Fiscal 2020 will end on April 25, 2019 and will consist of 52 weeks.

We believe there are several important aspects of our business that are useful in analyzing it, including: (1) growth in the various markets in which we operate; (2) internal growth; (3) growth through acquisition; and (4) continued focus on controlling costs and enhancing efficiency. Management defines internal growth as the increase in net sales from period to period, adjusting for differences in the number of weeks in fiscal years, excluding the impact of changes in currency exchange rates, and excluding the net sales, for a period of twelve months following the transaction date, of businesses we have acquired.

### FACTORS AFFECTING OUR RESULTS

**Intangible Asset Impairment.** In fiscal 2006, we extended our exclusive North American distribution relationship with Sirona for its CEREC 3D dental restorative system. At that time, we paid a \$100.0 million distribution fee to extend the existing exclusive relationship for at least a 10-year period beginning in 2007. This distribution fee was accounted for as an intangible asset and began amortizing in 2007. Based on our November 2016 decision not to extend sales exclusivity for the full Sirona portfolio of products, we recorded a pre-tax non-cash impairment charge of \$36.3 million, or \$23.0 million after taxes or \$0.24 per diluted share in our Dental segment in fiscal 2017, related to the distribution fee associated with the CEREC product component of this arrangement.

**U.S. Tax Reform.** On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Act. The Tax Act significantly revised the future ongoing U.S. federal corporate income tax by, among other things, lowering U.S. federal corporate tax rates and implementing a territorial tax system. Effective January 1, 2018, the Tax Act reduced the U.S. federal corporate tax rate from 35.0% to 21.0%. For our fiscal year ending April 28, 2018, we utilized a blended rate of approximately 30.5%. For fiscal 2018, these impacts resulted in a provisional discrete net tax benefit of \$76.6 million, which included provisional amounts of \$81.9 million of tax benefit on U.S. deferred tax assets and liabilities, \$4.0 million of tax expense for a one-time transition tax on unremitted foreign earnings and \$1.2 million in withholding taxes paid on current year distributions.

**Receivables Securitization Program.** On July 24, 2018, we entered into a receivables purchase agreement with MUFG Bank, Ltd. ("MUFG"). Under this agreement, MUFG acts as an agent to facilitate the sale of certain Patterson receivables (the "Receivables") to certain unaffiliated financial institutions (the "Purchasers").

The proceeds from the sale of these Receivables comprise a combination of cash and a deferred purchase price ("DPP") receivable. The initial transaction was a sale of \$237.6 million of net receivables. From this sale, we received \$171.0 million of cash and a DPP receivable with a fair value of \$65.9 million. In addition, we recorded a loss of \$0.7 million as a result of this transaction. The proceeds from the initial sale were primarily used to reduce debt.

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The DPP receivable is ultimately realized by Patterson following the collection of the underlying Receivables sold to the Purchasers. The collection of the DPP receivable is recognized as an increase to net cash provided by investing activities within the consolidated statements of cash flows, with a corresponding reduction to net cash provided by operating activities within the consolidated statements of cash flows.

**Legal Reserve.** In September 2018, we signed an agreement to settle the litigation entitled In re Dental Supplies Antitrust Litigation. Under the terms of the settlement, we paid \$28.3 million into escrow upon preliminary court approval. Such funds are to be released to the settlement fund administrator upon final court approval of the settlement, which was granted at the fairness hearing held on June 24, 2019. We established a pre-tax reserve of \$28.3 million ("Legal Reserve") during the first quarter of fiscal 2019 to account for the settlement of this matter.

## Results of Operations

The following table summarizes our results as a percent of net sales:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Net sales	100.0 %	100.0 %	100.0 %
Cost of sales	78.6	78.1	76.7
Gross profit	21.4	21.9	23.3
Operating expenses	18.9	17.9	18.2
Operating income from continuing operations	2.5	4.0	5.1
Other income (expense)	(0.6)	(0.7)	(0.6)
Income from continuing operations before taxes	1.9	3.3	4.5
Income tax expense (benefit)	0.4	(0.4)	1.4
Net income from continuing operations	1.5	3.7	3.1
Net loss from discontinued operations	—	—	(0.1)
Net income	1.5	3.7	3.1
Net loss attributable to noncontrolling interests	—	—	—
Net income attributable to Patterson Companies, Inc.	1.5 %	3.7 %	3.1 %

## Fiscal 2019 Compared to Fiscal 2018

**Net sales** . Consolidated net sales in fiscal 2019 were \$5,574.5 million , an increase of 2.0% from \$5,465.7 million in fiscal 2018 . Foreign exchange rate changes had an unfavorable impact of 0.4% on fiscal 2019 sales.

Dental segment sales decreased 0.2% to \$2,191.8 million in fiscal 2019 from \$2,196.1 million in fiscal 2018 . Foreign exchange rate changes had an unfavorable impact of 0.2% on fiscal 2019 sales. Sales of consumables decreased 2.9% , sales of equipment and software increased 5.2% , and sales of other services and products decreased 0.7% in fiscal 2019 . The decrease in sales of consumables was mainly due to changes in our sales force and disruptions resulting from our ERP system initiatives.

Animal Health segment sales grew 3.5% to \$3,354.5 million in fiscal 2019 from \$3,242.6 million in fiscal 2018 . Foreign exchange rate changes had an unfavorable impact of 0.6% on fiscal 2019 sales. Sales of certain products previously recognized on a gross basis were recognized on a net basis during fiscal 2019 , resulting in an estimated 0.3% unfavorable impact to sales.

**Gross profit** . Consolidated gross profit margin decreased 50 basis points from the prior year to 21.4% . Gross profit margin rates decreased in both the Dental and Animal Health segment. A greater percentage of sales came from our lower margin Animal Health segment during fiscal 2019 , resulting in a lower consolidated gross profit margin rate. Unfavorable sales mix, pricing pressure at the point of sale and inventory adjustments in both our Dental and Animal Health segment also contributed to the decline in the consolidated gross profit margin rate.

**Operating expenses** . Consolidated operating expenses for fiscal 2019 were \$1,053.1 million , a 7.5% increase from the prior year of \$979.5 million . We incurred higher operating expenses during fiscal 2019 primarily as a result of the \$28.3 million Legal Reserve, higher personnel costs and higher professional services expenses. The consolidated operating expense ratio of 18.9% increased 100 basis points from the prior year due to these same factors.

**Operating income from continuing operations** . Operating income from continuing operations was \$137.7 million , or 2.5% of net sales, in fiscal 2019 , compared to \$219.9 million , or 4.0% of sales, in fiscal 2018 . The decrease in operating income from continuing operations was primarily driven by higher operating expenses. The decrease in operating income from continuing operations as a percent of net sales was also driven by higher operating expenses. In addition, a greater percentage of sales came from our lower margin Animal Health segment during fiscal 2019 , which reduced operating income from continuing operations as a percent of net sales.

Dental segment operating income was \$179.2 million for fiscal 2019 , a decrease of \$50.0 million from fiscal 2018 . The decrease was driven primarily by lower gross profit and higher personnel costs.

Animal Health segment operating income was \$81.5 million for fiscal 2019 , an increase of \$3.4 million from fiscal 2018 . The increase was primarily due to higher sales, partially offset by a lower gross profit margin rate and higher personnel costs.

Corporate segment operating loss was \$123.0 million for fiscal 2019 , as compared to a loss of \$87.4 million for fiscal 2018 . The change was driven primarily by the \$28.3 million Legal Reserve, as well as higher professional services expenses.

**Other income (expense), net** . Net other expense was \$31.5 million in fiscal 2019 , compared to \$40.6 million in fiscal 2018 . Net other expense was lower during fiscal 2019 due to lower interest expense, which was primarily driven by the retirement of \$249.5 million of long-term debt during fiscal 2019 .

**Income tax expense (benefit)** . The effective income tax rate was 22.0% in fiscal 2019 and (12.1)% in fiscal 2018 . The tax benefit in fiscal 2018 was primarily due to the impact of the Tax Act.

**Net income attributable to Patterson Companies, Inc. and earnings per share** . Net income attributable to Patterson Companies Inc. was \$83.6 million in fiscal 2019 , compared to \$201.0 million in fiscal 2018 . Earnings per diluted share were \$0.89 in fiscal 2019 , compared to \$2.16 in fiscal 2018 . Weighted average diluted shares in fiscal 2019 were 93,484,000 , compared to 93,094,000 in fiscal 2018 . The fiscal 2019 and fiscal 2018 cash dividend was \$1.04 per common share.

### **Fiscal 2018 Compared to Fiscal 2017**

See Item 7 in our 2018 Annual Report on Form 10-K filed June 27, 2018.

### **Liquidity and Capital Resources**

Patterson's operating cash flow has been a source of liquidity in the last three fiscal years. During each of these fiscal years, we used our revolving credit facility as a source of liquidity in addition to operating cash flow. Net cash provided by operating activities was \$48.2 million in fiscal 2019 , compared to \$178.9 million in fiscal 2018 and \$162.7 million in fiscal 2017 . The net cash provided by operating activities in fiscal 2019 was primarily driven by a reduction in working capital, partially offset by the impact of our Receivables Securitization Program. In fiscal 2018 and 2017, our cash flows from operating activities were primarily driven by net income from continuing operations.

Net cash flows provided by investing activities were \$340.7 million in fiscal 2019 , compared to net cash flows provided by investing activities of \$17.0 million in fiscal 2018 and net cash flows used in investing activities of \$1.2 million in fiscal 2017 . Collections of deferred purchase price receivables were \$402.4 million , \$49.7 million and \$51.4 million in fiscal 2019 , 2018 and 2017 , respectively. Capital expenditures were \$60.7 million , \$43.3 million and \$47.0 million in fiscal 2019 , 2018 and 2017 , respectively. Capital expenditures in fiscal 2019 included a \$14.9 million investment to convert leased property into owned property. We expect to use a total of approximately \$60 million for capital expenditures in fiscal 2020.

Net cash used in financing activities in fiscal 2019 was \$355.2 million. Uses of cash consisted primarily of \$249.5 million for the retirement of long-term debt and \$99.5 million for dividend payments. Net cash used in financing activities in fiscal 2018 was \$230.2 million. Uses of cash consisted primarily of \$164.8 million for the retirement of long-term debt, \$99.2 million for dividend payments and \$87.5 million for share repurchases. In March 2018, we issued fixed-rate senior notes with an aggregate principal amount of \$150.0 million, due fiscal 2028. The proceeds were used to repay \$150.0 million of senior notes that came due in March 2018, which is included in the \$164.8 million of debt retirement noted above.



Net cash used in financing activities in fiscal 2017 was \$202.2 million. Uses of cash consisted primarily of \$125.4 million for share repurchases and \$95.9 million for dividend payments.

We expect to continue to pay a quarterly cash dividend for the foreseeable future. We also have \$24.0 million of current maturities of long-term debt.

In fiscal 2017, we entered into an amended credit agreement ("Amended Credit Agreement"), consisting of a \$295.1 million term loan and a \$750 million revolving line of credit. In March 2019, we permanently reduced the capacity under the revolving line of credit to \$500 million. Interest on borrowings is variable and is determined as a base rate plus a spread. This spread, as well as a commitment fee on the unused portion of the facility, is based on our leverage ratio, as defined in the Amended Credit Agreement. The term loan and revolving credit facilities will mature no later than January 2022.

As of April 27, 2019, \$87.1 million of the Amended Credit Agreement unsecured term loan was outstanding at an interest rate of 3.73%, and no amount was outstanding under the Amended Credit Agreement revolving line of credit. At April 28, 2018, \$276.6 million of the Amended Credit Agreement unsecured term loan was outstanding at an interest rate of 3.40%, and \$16.0 million was outstanding under the Amended Credit Agreement revolving line of credit at an interest rate of 2.95%.

On March 13, 2018, the Board of Directors authorized a \$500 million share repurchase program through March 13, 2021. As of April 27, 2019, \$500 million remains available under the current repurchase authorization.

We have \$95.6 million in cash and cash equivalents as of April 27, 2019, of which \$44.9 million is in foreign bank accounts. See Note 12 to the Consolidated Financial Statements for further information regarding our intention to permanently reinvest these funds. Included in cash and cash equivalents as of April 27, 2019 is \$34.0 million of cash collected from previously sold customer financing arrangements that have not yet been settled with the third party. See Note 8 to the Consolidated Financial Statements for further information. We expect funds generated from operations, existing cash balances and credit availability under existing debt facilities will be sufficient to meet our working capital needs and to finance anticipated expansion plans and strategic initiatives over the next fiscal year.

We expect to continue to obtain liquidity from the sale of equipment finance contracts. Patterson sells a significant portion of our finance contracts (see below) to a commercial paper funded conduit managed by a third party bank, and as a result, commercial paper is indirectly an important source of liquidity for Patterson. Patterson is allowed to participate in the conduit due to the quality of our finance contracts and our financial strength. Cash flows could be impaired if our financial strength diminishes to a level that precluded us from taking part in this facility or other similar facilities. Also, market conditions outside of our control could adversely affect the ability for us to sell the contracts.

#### **Customer Financing Arrangements**

As a convenience to our customers, we offer several different financing alternatives, including a third party program and a Patterson-sponsored program. For the third party program, we act as a facilitator between the customer and the third party financing entity with no on-going involvement in the financing transaction. Under the Patterson-sponsored program, equipment purchased by creditworthy customers may be financed up to a maximum of \$1 million. We generally sell our customers' financing contracts to outside financial institutions in the normal course of our business. We currently have two arrangements under which we sell these contracts.

First, we operate under an agreement to sell a portion of our equipment finance contracts to commercial paper conduits with MUFG Bank, Ltd. ("MUFG") serving as the agent. We utilize PDC Funding, a consolidated, wholly owned subsidiary, to fulfill a requirement of participating in the commercial paper conduit. We receive the proceeds of the contracts upon sale to MUFG. The capacity under the agreement with MUFG at April 27, 2019 was \$525 million.

Second, we maintain an agreement with Fifth Third Bank ("Fifth Third") whereby Fifth Third purchases customers' financing contracts. PDC Funding II, a consolidated, wholly owned subsidiary, sells financing contracts to Fifth Third. We receive the proceeds of the contracts upon sale to Fifth Third. The capacity under the agreement with Fifth Third at April 27, 2019 was \$100 million.

Our financing business is described in further detail in Note 8 to the Consolidated Financial Statements.

**Contractual Obligations**

A summary of our contractual obligations as of April 27, 2019 follows (in thousands):

	Payments due by year				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term debt principal	\$ 752,091	\$ 23,975	\$ 228,116	\$ 100,000	\$ 400,000
Long-term debt interest	145,677	27,052	50,841	36,282	31,502
Operating leases	65,507	21,087	30,620	12,324	1,476
Total	\$ 963,275	\$ 72,114	\$ 309,577	\$ 148,606	\$ 432,978

As of April 27, 2019 our gross liability for uncertain tax positions, including interest and penalties, was \$15.0 million. We are not able to reasonably estimate the amount by which the liability will increase or decrease over an extended period of time or whether a cash settlement of the liability will be required. Therefore, these amounts have been excluded from the schedule of contractual obligations.

For a more complete description of our contractual obligations, see Notes 7 and 11 to the Consolidated Financial Statements.

**Outlook**

Our fiscal 2019 performance demonstrates that the execution against our strategic priorities has enabled us to achieve our objective of stabilizing our core business. Following a successful first year of our multi-year plan, we are well positioned to build upon our performance going forward.

We believe we can deliver continued sales and margin improvement in both our Dental and Animal Health segments. We also plan continued additional strategic investments in our people, technology and systems that will contribute to our long-term success. Our outlook reflects our strong conviction in the fundamentals of our business, our compelling value proposition to customers, and continued execution to further improve performance and drive growth.

**Working Capital Management**

The following table summarizes our average accounts receivable days sales outstanding and average annual inventory turnover for the past three fiscal years:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Days sales outstanding	36.5	53.1	55.1
Inventory turnover	5.3	5.2	6.0

**Foreign Operations**

We derive foreign sales from Dental operations in Canada, and Animal Health operations in Canada and the U.K. Fluctuations in currency exchange rates have not significantly impacted earnings, as these fluctuations impact sales, cost of sales and operating expenses. However, changes in exchange rates adversely affected net sales by \$24.3 million and \$89.9 million in fiscal 2019 and 2017, respectively, while they positively impacted net sales by \$29.5 million in fiscal 2018. Changes in currency exchange rates are a risk accompanying foreign operations, but this risk is not considered material with respect to our consolidated operations.

**Critical Accounting Policies and Estimates**

Patterson has adopted various accounting policies to prepare our consolidated financial statements in accordance with accounting principles generally accepted in the U.S. Management believes that our policies are conservative and our philosophy is to adopt accounting policies that minimize the risk of adverse events having a material impact on recorded assets and liabilities. However, the preparation of financial statements requires the use of estimates and judgments regarding the realization of assets and the settlement of liabilities based on the information available to management at the time. Changes subsequent to the preparation of the financial statements in economic, technological and competitive conditions may materially impact the recorded values of Patterson's assets and liabilities. Therefore,

the users of the financial statements should read all the notes to the Consolidated Financial Statements and be aware that conditions currently unknown to management may develop in the future. This may require a material adjustment to a recorded asset or liability to consistently apply to our significant accounting principles and policies that are discussed in Note 1 to the Consolidated Financial Statements. The financial performance and condition of Patterson may also be materially impacted by transactions and events that we have not previously experienced and for which we have not been required to establish an accounting policy or adopt a generally accepted accounting principle.

**Revenue Recognition** – Revenues are generated from the sale of consumable products, equipment and support, software and support, technical service parts and labor, and other sources. Revenues are recognized when or as performance obligations are satisfied. Performance obligations are satisfied when the customer obtains control of the goods or services.

Consumable, equipment, software and parts sales are recorded upon delivery, except in those circumstances where terms of the sale are FOB shipping point, in which case sales are recorded upon shipment. Technical service labor is recognized as it is provided. Revenue derived from equipment and software support is recognized ratably over the period in which the support is provided.

In addition to revenues generated from the distribution of consumable products under arrangements (buy/sell agreements) where the full market value of the product is recorded as revenue, we earn commissions for services provided under agency agreements. The agency agreement contrasts to a buy/sell agreement in that we do not have control over the transaction, as we do not have the primary responsibility of fulfilling the promise of the good or service and we do not bill or collect from the customer in an agency relationship. Commissions under agency agreements are recorded when the services are provided.

Estimates for returns, damaged goods, rebates, loyalty programs and other revenue allowances are made at the time the revenue is recognized based on the historical experience for such items. The receivables that result from the recognition of revenue are reported net of related allowances. We maintain a valuation allowance based upon the expected collectability of receivables held. Estimates are used to determine the valuation allowance and are based on several factors, including historical collection data, economic trends and credit worthiness of customers. Receivables are written off when we determine the amounts to be uncollectible, typically upon customer bankruptcy or non-response to continuous collection efforts. The portions of receivable amounts that are not expected to be collected during the next twelve months are classified as long-term.

Patterson has a relatively large, dispersed customer base and no single customer accounts for more than 10% of consolidated net sales. In addition, the equipment sold to customers under finance contracts generally serves as collateral for the contract and the customer provides a personal guarantee as well.

Net sales do not include sales tax as we are considered a pass-through conduit for collecting and remitting sales tax.

**Patterson Advantage Loyalty Program** – Patterson Dental provides a point-based awards program to qualifying customers involving the issuance of "Patterson Advantage dollars" which can be used toward equipment and technology purchases. Patterson Advantage dollars earned during a program year expire one year after the end of the program year. The cost and corresponding liability associated with the program is recognized as contra-revenue. As of April 27, 2019, we believe we have sufficient experience with the program to reasonably estimate the amount of Patterson Advantage dollars that will not be redeemed and thus have recorded a liability for 98.5% of the maximum potential amount that could be redeemed. We recognize the expected breakage amount as revenue in proportion to the pattern of rights exercised by the customer, and we recognize the estimated value of unused Patterson Advantage dollars as redemptions occur. Breakage recognized was immaterial to all periods presented.

**Inventory and Reserves** – Inventory consists primarily of merchandise held for sale and is stated at the lower of cost or market. Cost is determined using the last-in, first-out ("LIFO") method for all inventories, except for foreign inventories and manufactured inventories, which are valued using the first-in, first-out ("FIFO") method. We continually assess the valuation of inventories and reduce the carrying value of those inventories that are obsolete or in excess of forecasted usage to estimated realizable value. Estimates are made of the net realizable value of such inventories based on analyses and assumptions including, but not limited to, historical usage, future demand and market requirements.

**Goodwill and Other Indefinite-Lived Intangible Assets** – Goodwill represents the excess of cost over the fair value of identifiable net assets of businesses acquired. We have two reporting units as of April 27, 2019; Dental and Animal Health. Our Corporate reportable segment's assets and liabilities, and net sales and expenses, are allocated to the two reporting units. Our indefinite-lived intangible asset is a trade name.

We assess goodwill for impairment annually and whenever an event occurs or circumstances change that would indicate that the carrying amount may be impaired. If we determine that the fair value of the reporting unit may be less than its carrying amount, we evaluate goodwill using a two-step impairment test. Otherwise, we conclude that no impairment is indicated and we do not perform the two-step impairment test. In fiscal 2019, we determined it was appropriate to perform a two-step impairment test.

The first step of the goodwill impairment test compares the book value of a reporting unit, including goodwill, to its fair value. If the book value of a reporting unit exceeds its fair value, the second step of the impairment test is performed to determine the amount of goodwill impairment loss to be recorded. The determination of fair value involves uncertainties because it requires management to make assumptions and to apply judgment to estimate industry and economic factors and the profitability of future business strategies. Patterson conducts impairment testing based on current business strategy in light of present industry and economic conditions, as well as future expectations. Additionally, in assessing goodwill for impairment, the reasonableness of the implied control premium is considered based on market capitalizations and recent market transactions.

Other indefinite-lived intangible assets are assessed for impairment by comparing the carrying value of an asset with its fair value. If the carrying value exceeds fair value, an impairment loss is recognized in an amount equal to the excess. The determination of fair value involves assumptions, including projected revenues and gross profit levels, as well as consideration of any factors that may indicate potential impairment.

In the fourth quarter of fiscal 2019, management completed its annual goodwill and other indefinite-lived intangible asset impairment tests using the beginning of our fiscal 2019 fourth quarter as the valuation date, and determined there was no impairment, and that our Dental reporting unit was not at risk of failing step 1. The Animal Health reporting unit has a higher level of sensitivity to impairment as management currently assesses the various estimates and assumptions used to conduct these tests. Adverse changes to one or more of these estimates or assumptions could cause us to recognize a material impairment charge on this reporting unit. At the beginning of the fourth quarter of fiscal 2019, the estimated fair value of the Animal Health reporting unit exceeded its book value by approximately 10%.

*Long-Lived Assets* – Long-lived assets, including definite-lived intangible assets, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable through the estimated undiscounted future cash flows derived from such assets. Our definite-lived intangible assets primarily consist of customer relationships, trade names and trademarks. When impairment exists, the related assets are written down to fair value using level 3 inputs, as discussed further in Note 10 to the Consolidated Financial Statements. In fiscal 2017, we recorded a non-cash impairment charge of \$36.3 million related to a distribution agreement intangible asset. Refer to Note 4 to the Consolidated Financial Statements for more information.

*Related Party Transactions* – We have interests in a number of entities that are accounted for using the equity method. During fiscal 2019, 2018 and 2017 we made purchases of \$87.9 million, \$84.2 million and \$55.2 million from these entities, respectively. During fiscal 2019 and 2018, we recorded net sales of \$74.5 million and \$19.7 million to these entities, respectively. No sales to these entities were recorded in fiscal 2017.

*Income Taxes* – We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Significant judgments are required in determining the consolidated provision for income taxes. Changes in interpretation of the Tax Act could create potential added uncertainties.

During the ordinary course of business, there are many transactions and calculations for which the ultimate tax determination is uncertain. As a result, we recognize tax liabilities based on estimates of whether additional taxes and interest will be due. These tax liabilities are recognized when, despite our belief that our tax return position is supportable, we believe that certain positions may not be fully sustained upon review by tax authorities. We believe that our accruals for tax liabilities are adequate for all open audit years based on our assessment of many factors including past experience and interpretations of tax law. This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact income tax expense in the period in which such determination is made and could materially affect our financial results.

Valuation allowances are established for deferred tax assets if, after assessment of available positive and negative evidence, it is more likely than not that the deferred tax asset will not be fully realized.

*Self-insurance* – Patterson is self-insured for certain losses related to general liability, product liability, automobile, workers' compensation and medical claims. We estimate our liabilities based upon an analysis of historical data and

actuarial estimates. While current estimates are believed reasonable based on information currently available, actual results could differ and affect financial results due to changes in the amount or frequency of claims, medical cost inflation or other factors. Historically, actual results related to these types of claims have not varied significantly from estimated amounts.

*Stock-based Compensation* – We recognize stock-based compensation based on certain assumptions including inputs within valuation models, estimated forfeitures and estimated performance outcomes. These assumptions require subjective judgment and changes in the assumptions can materially affect fair value estimates. Management assesses the assumptions and methodologies used to estimate forfeitures and to calculate estimated fair value of stock-based compensation on a regular basis. Circumstances may change, and additional data may become available over time, which could result in changes to these assumptions and methodologies and thereby materially impact the fair value determination or estimates of forfeitures. If factors change and we employ different assumptions, the amount of compensation expense associated with stock-based compensation may differ significantly from what was recorded in the current period.

## **Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Market Risk**

We are exposed to market risk consisting of foreign currency rate fluctuations and changes in interest rates.

We are exposed to foreign currency exchange rate fluctuations in our operating statement due to transactions denominated primarily in Canadian Dollars and British Pounds. Although we are not currently involved with foreign currency hedge contracts, we continually evaluate our foreign currency exchange rate risk and the different mechanisms for use in managing such risk. A hypothetical 10% change in the value of the U.S. dollar in relation to our most significant foreign currency exposures would have changed net sales by approximately \$85.1 million for the fiscal year ended April 27, 2019. This amount is not indicative of the hypothetical net earnings impact due to the partially offsetting impact of the currency exchange movements on cost of sales and operating expenses. We estimate that if foreign currency exchange rates changed by 10%, the impact would have been approximately \$2.7 million to income from continuing operations before taxes for the fiscal year ended April 27, 2019.

In fiscal 2017, we entered into an amended credit agreement (“Amended Credit Agreement”), consisting of a \$295.1 million term loan and a \$750 million revolving line of credit. In March 2019, we permanently reduced the capacity under the revolving line of credit to \$500 million. Interest on borrowings is variable and is determined as a base rate plus a spread. This spread, as well as a commitment fee on the unused portion of the facility, is based on our leverage ratio, as defined in the Amended Credit Agreement. The term loan and revolving credit facilities will mature no later than January 2022. Interest on borrowings under the Amended Credit Agreement is variable. Due to the interest rate being variable, fluctuations in interest rates may impact our earnings. Based on our current level of debt, we estimate that a 100 basis point change in interest rates would have a \$0.9 million annual impact on our income from continuing operations before taxes.

Our earnings are also affected by fluctuations in short-term interest rates through the investment of cash balances and the practice of selling fixed rate equipment finance contracts under agreements with both a commercial paper conduit and a bank that provide for pricing based on variable interest rates.

When considering the exposure under the agreements whereby we sell equipment finance contracts to both a commercial paper conduit and bank, we have the ability to select pricing based on interest rates ranging from 30 day LIBOR up to twelve month LIBOR. In addition, the majority of the portfolio of installment contracts generally turns over in less than 48 months, and we can adjust the rate we charge on new customer contracts at any time. Therefore, in times where the interest rate markets are not rapidly increasing or decreasing, the average interest rate in the portfolio generally moves with the interest rate markets and thus would parallel the underlying interest rate movement of the pricing built into the sale agreements. In calculating the gain on the contract sales, we use an interest rate curve that approximates the maturity period of the then-outstanding contracts. If increases in the interest rate markets occur, the average interest rate in our contract portfolio may not increase at the same rate, resulting in a reduction of gain on the contract sales as compared to the gain that would be realized if the average interest rate in our portfolio were to increase at a more similar rate to the interest rate markets. In fiscal 2019, we entered into forward interest rate swap agreements in order to hedge against interest rate fluctuations that impact the amount of net sales we record related to these contracts. These interest rate swap agreements do not qualify for hedge accounting treatment and, accordingly,

we record the fair value of the agreements as an asset or liability and the change as income or expense during the period in which the change occurs. As a result of entering into these interest rate swap agreements, we estimate that a 10% change in interest rates would have less than a \$1.0 million annual impact on our income from continuing operations before taxes.

**Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA  
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of Patterson Companies, Inc.

**Opinion on Internal Control over Financial Reporting**

We have audited Patterson Companies, Inc.'s internal control over financial reporting as of April 27, 2019, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Patterson Companies, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of April 27, 2019, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the accompanying consolidated balance sheets of the Company as of April 27, 2019 and April 28, 2018, and the related consolidated statements of income and other comprehensive income, changes in stockholders' equity, and cash flows for each of the three years in the period ended April 27, 2019, and the related notes and the financial statement schedule listed in the Index at Item 15(a)(2) and our report dated June 26, 2019 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Minneapolis, Minnesota  
June 26, 2019

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of Patterson Companies, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Patterson Companies, Inc. (the Company) as of April 27, 2019 and April 28, 2018, and the related consolidated statements of income and other comprehensive income, changes in stockholders' equity, and cash flows for each of the three years in the period ended April 27, 2019, and the related notes and the financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at April 27, 2019 and April 28, 2018, and the results of its operations and its cash flows for each of the three years in the period ended April 27, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of April 27, 2019, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated June 26, 2019 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1985.

Minneapolis, Minnesota  
June 26, 2019



**PATTERSON COMPANIES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
*(In thousands, except per share amounts)*

	April 27, 2019	April 28, 2018
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 95,646	\$ 62,984
Receivables, net of allowance for doubtful accounts of \$6,772 and \$9,537	582,094	826,877
Inventory	761,018	779,834
Prepaid expenses and other current assets	165,605	103,029
Total current assets	1,604,363	1,772,724
Property and equipment, net	305,790	290,590
Long-term receivables, net	113,081	135,175
Goodwill	816,226	815,977
Identifiable intangibles, net	351,153	389,424
Other non-current assets	78,656	67,774
Total assets	<u>\$ 3,269,269</u>	<u>\$ 3,471,664</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 648,418	\$ 610,368
Accrued payroll expense	73,665	69,099
Other accrued liabilities	129,654	136,316
Current maturities of long-term debt	23,975	76,598
Borrowings on revolving credit	—	16,000
Total current liabilities	875,712	908,381
Long-term debt	725,341	922,030
Deferred income taxes	163,488	152,104
Other non-current liabilities	24,221	27,359
Total liabilities	1,788,762	2,009,874
Stockholders' equity:		
Common stock, \$.01 par value: 600,000 shares authorized; 95,272 and 94,756 shares issued and outstanding	953	948
Additional paid-in capital	131,460	103,776
Accumulated other comprehensive loss	(88,269)	(74,974)
Retained earnings	1,483,496	1,497,766
Unearned ESOP shares	(50,381)	(65,726)
Total Patterson Companies, Inc. stockholders' equity	1,477,259	1,461,790
Noncontrolling interests	3,248	—
Total stockholders' equity	1,480,507	1,461,790
Total liabilities and stockholders' equity	<u>\$ 3,269,269</u>	<u>\$ 3,471,664</u>

See accompanying notes

**PATTERSON COMPANIES, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
**AND OTHER COMPREHENSIVE INCOME**  
*(In thousands, except per share amounts)*

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Net sales	\$ 5,574,523	\$ 5,465,683	\$ 5,593,127
Cost of sales	4,383,748	4,266,317	4,291,730
Gross profit	1,190,775	1,199,366	1,301,397
Operating expenses	1,053,059	979,477	1,013,469
Operating income from continuing operations	137,716	219,889	287,928
Other income (expense):			
Other income, net	8,178	6,117	6,013
Interest expense	(39,666)	(46,743)	(43,060)
Income from continuing operations before taxes	106,228	179,263	250,881
Income tax expense (benefit)	23,352	(21,711)	77,093
Net income from continuing operations	82,876	200,974	173,788
Net loss from discontinued operations	—	—	(2,895)
Net income	82,876	200,974	170,893
Net loss attributable to noncontrolling interests	(752)	—	—
Net income attributable to Patterson Companies, Inc.	\$ 83,628	\$ 200,974	\$ 170,893
Basic earnings (loss) per share attributable to Patterson Companies, Inc.:			
Continuing operations	\$ 0.90	\$ 2.17	\$ 1.83
Discontinued operations	—	—	(0.03)
Net basic earnings per share	\$ 0.90	\$ 2.17	\$ 1.80
Diluted earnings (loss) per share attributable to Patterson Companies, Inc.:			
Continuing operations	\$ 0.89	\$ 2.16	\$ 1.82
Discontinued operations	—	—	(0.03)
Net diluted earnings per share	\$ 0.89	\$ 2.16	\$ 1.79
Weighted average shares:			
Basic	92,755	92,467	94,897
Diluted	93,484	93,094	95,567
Dividends declared per common share	\$ 1.04	\$ 1.04	\$ 0.98
Comprehensive income			
Net income	\$ 82,876	\$ 200,974	\$ 170,893
Foreign currency translation gain (loss)	(15,583)	15,824	(26,450)
Cash flow hedges, net of tax	2,288	1,871	1,745
Comprehensive income	\$ 69,581	\$ 218,669	\$ 146,188

See accompanying notes

**PATTERSON COMPANIES, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
*(In thousands)*

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Unearned ESOP Shares	Non-controlling interests	Total
	Number	Amount						
Balance at April 30, 2016	99,107	\$ 991	\$ 48,477	\$ (67,964)	\$ 1,529,158	\$ (68,916)	\$ —	\$ 1,441,746
Foreign currency translation	—	—	—	(26,450)	—	—	—	(26,450)
Cash flow hedges	—	—	—	1,745	—	—	—	1,745
Net income	—	—	—	—	170,893	—	—	170,893
Dividends declared	—	—	—	—	(93,461)	—	—	(93,461)
Common stock issued and related tax benefits	282	3	6,786	—	—	—	—	6,789
Repurchases of common stock	(2,855)	(28)	—	—	(125,356)	—	—	(125,384)
Stock based compensation	—	—	17,710	—	—	—	—	17,710
ESOP activity	—	—	—	—	—	845	—	845
Balance at April 29, 2017	96,534	966	72,973	(92,669)	1,481,234	(68,071)	—	1,394,433
Foreign currency translation	—	—	—	15,824	—	—	—	15,824
Cash flow hedges	—	—	—	1,871	—	—	—	1,871
Net income	—	—	—	—	200,974	—	—	200,974
Dividends declared	—	—	—	—	(96,964)	—	—	(96,964)
Common stock issued and related tax benefits	369	4	12,403	—	—	—	—	12,407
Repurchases of common stock	(2,147)	(22)	—	—	(87,478)	—	—	(87,500)
Stock based compensation	—	—	18,400	—	—	—	—	18,400
ESOP activity	—	—	—	—	—	2,345	—	2,345
Balance at April 28, 2018	94,756	948	103,776	(74,974)	1,497,766	(65,726)	—	1,461,790
Foreign currency translation	—	—	—	(15,583)	—	—	—	(15,583)
Cash flow hedges	—	—	—	2,288	—	—	—	2,288
Net income	—	—	—	—	83,628	—	(752)	82,876
Dividends declared	—	—	—	—	(97,898)	—	—	(97,898)
Common stock issued and related tax benefits	516	5	7,999	—	—	—	—	8,004
Stock based compensation	—	—	19,685	—	—	—	—	19,685
ESOP activity	—	—	—	—	—	15,345	—	15,345
Balance at Increase from asset acquisition	—	—	—	—	—	—	4,000	4,000
Balance at April 27, 2019	95,272	\$ 953	\$ 131,460	\$ (88,269)	\$ 1,483,496	\$ (50,381)	\$ 3,248	\$ 1,480,507

See accompanying notes

**PATTERSON COMPANIES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(In thousands)*

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
<b>Operating activities:</b>			
Net income	\$ 82,876	\$ 200,974	\$ 170,893
Net income (loss) from discontinued operations	—	—	(2,895)
Net income from continuing operations	82,876	200,974	173,788
Adjustments to reconcile net income from continuing operations to net cash provided by operating activities:			
Depreciation	44,371	45,115	40,004
Amortization	38,402	38,701	43,814
Intangible asset impairment	—	—	36,312
Bad debt expense	7,333	6,280	1,642
Non-cash employee compensation	33,425	36,532	19,025
Deferred income taxes	10,762	(41,058)	(13,713)
Deferred consideration in securitized receivables	(402,367)	(49,650)	(51,402)
Change in assets and liabilities, net of acquired:			
Receivables	227,907	60,211	(103,181)
Inventory	11,547	(60,475)	(961)
Accounts payable	44,189	(12,103)	59,654
Accrued liabilities	512	(24,726)	(9,009)
Long term receivables	21,611	(33,795)	(12,574)
Other changes from operating activities, net	(72,410)	12,889	(17,785)
Net cash provided by operating activities- continuing operations	48,158	178,895	165,614
Net cash used in operating activities- discontinued operations	—	—	(2,895)
Net cash provided by operating activities	48,158	178,895	162,719
<b>Investing activities:</b>			
Additions to property and equipment	(60,734)	(43,263)	(47,019)
Collection of deferred purchase price receivables	402,367	49,650	51,402
Other investing activities	(906)	10,600	(3,190)
Net cash provided by investing activities- continuing operations	340,727	16,987	1,193
Net cash provided by investing activities- discontinued operations	—	—	—
Net cash provided by investing activities	340,727	16,987	1,193
<b>Financing activities:</b>			
Dividends paid	(99,468)	(99,199)	(95,910)
Repurchases of common stock	—	(87,500)	(125,384)
Proceeds from issuance of long-term debt	—	150,000	—
Debt amendment costs	—	—	(1,266)
Retirement of long-term debt	(249,542)	(164,754)	(26,238)
Draw on (payment on) revolving credit	(16,000)	(43,000)	39,000
Other financing activities	9,764	14,291	7,635
Net cash used in financing activities	(355,246)	(230,162)	(202,163)
Effect of exchange rate changes on cash	(977)	2,305	(4,243)
Net change in cash and cash equivalents	32,662	(31,975)	(42,494)
Cash and cash equivalents at beginning of period	62,984	94,959	137,453
Cash and cash equivalents at end of period	\$ 95,646	\$ 62,984	\$ 94,959
<b>Supplemental disclosures:</b>			
Income taxes paid	\$ 17,530	\$ 19,611	\$ 108,394
Interest paid	31,045	36,504	34,972

See accompanying notes

**PATTERSON COMPANIES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**April 27, 2019**

*(Dollars, except per share amounts, and shares in thousands)*

**1. Summary of Significant Accounting Policies**

*Description of Business*

Patterson Companies, Inc. (referred to herein as "Patterson" or in the first person notations "we," "our," and "us") is a value-added specialty distributor serving the U.S. and Canadian dental supply and the U.S., Canadian and U.K. animal health supply markets. Patterson has three reportable segments: Dental, Animal Health and Corporate.

*Basis of Presentation*

The consolidated financial statements include the assets and liabilities of PDC Funding Company, LLC ("PDC Funding"), PDC Funding Company II, LLC ("PDC Funding II") and PDC Funding Company III, LLC ("PDC Funding III"), which are our wholly owned subsidiaries and separate legal entities formed under Minnesota law. PDC Funding and PDC Funding II are fully consolidated special purpose entities established to sell customer installment sale contracts to outside financial institutions in the normal course of their business. PDC Funding III is a fully consolidated special purpose entity established to sell certain receivables to unaffiliated financial institutions. The assets of PDC Funding, PDC Funding II and PDC Funding III would be available first and foremost to satisfy the claims of its creditors. There are no known creditors of PDC Funding, PDC Funding II or PDC Funding III. The consolidated financial statements also include the assets and liabilities of Technology Partner Innovations, LLC, which is further described in Note 13.

*Fiscal Year End*

We operate with a 52-53 week accounting convention with our fiscal year ending on the last Saturday in April. Fiscal 2019, 2018 and 2017 ended on April 27, 2019, April 28, 2018 and April 29, 2017, respectively, and all years consisted of 52 weeks. Fiscal 2020 will end on April 25, 2020 and will consist of 52 weeks.

*Use of Estimates in the Preparation of Financial Statements*

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Cash and Cash Equivalents*

Cash equivalents consist primarily of investments in money market funds and government securities. The maturity of these securities at the time of purchase is 90 days or less. All cash and cash equivalents are classified as available-for-sale and carried at fair value, which approximates cost.

*Inventory*

Inventory consists of merchandise held for sale and is stated at the lower of cost or market. The cost of our inventory includes the amount we pay to our suppliers to acquire inventory and freight costs incurred in connection with the delivery of product to our distribution centers and our other locations. Cost is determined using the last-in, first-out ("LIFO") method for all inventories, except for foreign inventories, which are valued using the first-in, first-out ("FIFO") method. Inventories valued at LIFO represented 82% and 84% of total inventories at April 27, 2019 and April 28, 2018, respectively.

Effective January 28, 2018, the Company changed its method of calculating LIFO inventories within its U.S. Animal Health business segment from the double-extension method to the link-chain method. The Company believes that the LIFO Link Chain method of inventory valuation is preferable as the LIFO Link Chain costing method provides a better matching of current costs with current revenues, provides for a LIFO adjustment more representative of the Company's actual inflation on its inventories and conforms LIFO inventory costing method (Link Chain) with other Patterson operations that use the LIFO inventory method (Link Chain). The Company determined that it is impracticable to determine the cumulative effect of applying this change retrospectively to any periods prior to April 30, 2017 because

complete records of inventory purchases are no longer available for periods prior to that date. The Company applied the change as of April 30, 2017, the earliest date practicable. The effect of the change on the results of operations for the year ended April 28, 2018 was to reduce the consolidated LIFO reserve and increase pre-tax income by \$1,800. The effect of the change on interim periods in 2018 was not material.

The accumulated LIFO reserve was \$91,342 at April 27, 2019 and \$82,105 at April 28, 2018. We believe that inventory replacement cost exceeds the inventory balance by an amount approximating the LIFO reserve.

#### *Property and Equipment*

Property and equipment are stated at cost. Depreciation is calculated on the straight-line method over estimated useful lives of up to 39 years for buildings or the expected remaining life of purchased buildings, the term of the lease for leasehold improvements, 3 to 10 years for computer hardware and software, and 5 to 10 years for furniture and equipment.

#### *Goodwill and Other Indefinite-Lived Intangible Assets*

Goodwill represents the excess of cost over the fair value of identifiable net assets of businesses acquired. We have two reporting units as of April 27, 2019; Dental and Animal Health. Our Corporate reportable segment's assets and liabilities, and net sales and expenses, are allocated to the two reporting units. Our indefinite-lived intangible asset is a trade name.

We assess goodwill for impairment annually and whenever an event occurs or circumstances change that would indicate that the carrying amount may be impaired. If we determine that the fair value of the reporting unit may be less than its carrying amount, we evaluate goodwill using a two-step impairment test. Otherwise, we conclude that no impairment is indicated and we do not perform the two-step impairment test. In fiscal 2019, we determined it was appropriate to perform a two-step impairment test.

The first step of the goodwill impairment test compares the book value of a reporting unit, including goodwill, to its fair value. If the book value of a reporting unit exceeds its fair value, the second step of the impairment test is performed to determine the amount of goodwill impairment loss to be recorded. The determination of fair value involves uncertainties because it requires management to make assumptions and to apply judgment to estimate industry and economic factors and the profitability of future business strategies. Patterson conducts impairment testing based on current business strategy in light of present industry and economic conditions, as well as future expectations. Additionally, in assessing goodwill for impairment, the reasonableness of the implied control premium is considered based on market capitalizations and recent market transactions.

Other indefinite-lived intangible assets are assessed for impairment by comparing the carrying value of an asset with its fair value. If the carrying value exceeds fair value, an impairment loss is recognized in an amount equal to the excess. The determination of fair value involves assumptions, including projected revenues and gross profit levels, as well as consideration of any factors that may indicate potential impairment.

In the fourth quarter of fiscal 2019, management completed its annual goodwill and other indefinite-lived intangible asset impairment tests using the beginning of our fiscal 2019 fourth quarter as the valuation date, and determined there was no impairment, and that our Dental reporting unit was not at risk of failing step 1. The Animal Health reporting unit has a higher level of sensitivity to impairment as management currently assesses the various estimates and assumptions used to conduct these tests. Adverse changes to one or more of these estimates or assumptions could cause us to recognize a material impairment charge on this reporting unit.

#### *Long-Lived Assets*

Long-lived assets, including definite-lived intangible assets, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable through the estimated undiscounted future cash flows derived from such assets. Our definite-lived intangible assets primarily consist of customer relationships, trade names and trademarks. When impairment exists, the related assets are written down to fair value using level 3 inputs, as discussed further in Note 10. In fiscal 2017, we recorded a non-cash impairment charge of \$36,312 related to a distribution agreement intangible asset. Refer to Note 4 for more information.

### *Financial Instruments*

We account for derivative financial instruments under the provisions of Accounting Standards Codification ("ASC") Topic 815, "Derivatives and Hedging." Our use of derivative financial instruments is generally limited to managing well-defined interest rate risks. We do not use financial instruments or derivatives for any trading purposes.

### *Revenue Recognition*

Revenues are generated from the sale of consumable products, equipment and support, software and support, technical service parts and labor, and other sources. Revenues are recognized when or as performance obligations are satisfied. Performance obligations are satisfied when the customer obtains control of the goods or services.

Consumable, equipment, software and parts sales are recorded upon delivery, except in those circumstances where terms of the sale are FOB shipping point, in which case sales are recorded upon shipment. Technical service labor is recognized as it is provided. Revenue derived from equipment and software support is recognized ratably over the period in which the support is provided.

In addition to revenues generated from the distribution of consumable products under arrangements (buy/sell agreements) where the full market value of the product is recorded as revenue, we earn commissions for services provided under agency agreements. The agency agreement contrasts to a buy/sell agreement in that we do not have control over the transaction, as we do not have the primary responsibility of fulfilling the promise of the good or service and we do not bill or collect from the customer in an agency relationship. Commissions under agency agreements are recorded when the services are provided.

Estimates for returns, damaged goods, rebates, loyalty programs and other revenue allowances are made at the time the revenue is recognized based on the historical experience for such items. The receivables that result from the recognition of revenue are reported net of related allowances. We maintain a valuation allowance based upon the expected collectability of receivables held. Estimates are used to determine the valuation allowance and are based on several factors, including historical collection data, economic trends and credit worthiness of customers. Receivables are written off when we determine the amounts to be uncollectible, typically upon customer bankruptcy or non-response to continuous collection efforts. The portions of receivable amounts that are not expected to be collected during the next twelve months are classified as long-term.

Patterson has a relatively large, dispersed customer base and no single customer accounts for more than 10% of consolidated net sales. In addition, the equipment sold to customers under finance contracts generally serves as collateral for the contract and the customer provides a personal guarantee as well.

Net sales do not include sales tax as we are considered a pass-through conduit for collecting and remitting sales tax.

### *Contract Balances*

Contract balances represent amounts presented in our consolidated balance sheets when either we have transferred goods or services to the customer or the customer has paid consideration to us under the contract. These contract balances include accounts receivable, contract assets and contract liabilities.

Contract asset balances as of April 27, 2019 and April 28, 2018 were not material. Our contract liabilities primarily relate to advance payments from customers, upfront payments for software and support provided over time, and options that provide a material right to customers, such as our customer loyalty programs. At April 27, 2019 and April 28, 2018, contract liabilities of \$22,004 and \$26,166 were reported in other accrued liabilities, respectively. During the fiscal year ended April 27, 2019, we recognized \$25,764 of the amount previously deferred at April 28, 2018.

### *Patterson Advantage Loyalty Program*

The Dental segment provides a point-based awards program to qualifying customers involving the issuance of "Patterson Advantage dollars" which can be used toward equipment and technology purchases. Patterson Advantage dollars earned during a program year expire one year after the end of the program year. The cost and corresponding liability associated with the program are recognized as contra-revenue. As of April 27, 2019, we believe we have sufficient experience with the program to reasonably estimate the amount of Patterson Advantage dollars that will not be redeemed and thus have recorded a liability for 98.5% of the maximum potential amount that could be redeemed. We recognize the expected breakage amount as revenue in proportion to the pattern of rights exercised by the customer,

and we recognize the estimated value of unused Patterson Advantage dollars as redemptions occur. Breakage recognized was immaterial to all periods presented.

#### *Freight and Delivery Charges*

Freight and delivery charges are included in cost of sales in the consolidated statements of income and other comprehensive income.

#### *Related Party Transactions*

We have interests in a number of entities that are accounted for using the equity method. During fiscal 2019, 2018 and 2017 we made purchases of \$87,944, \$84,175 and \$55,194 from these entities, respectively. During fiscal 2019 and 2018, we recorded net sales of \$74,489 and \$19,743 to these entities, respectively. No sales to these entities were recorded in fiscal 2017.

#### *Income Taxes*

The liability method is used to account for income tax expense. Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

Valuation allowances are established for deferred tax assets if, after assessment of available positive and negative evidence, it is more likely than not that the deferred tax asset will not be fully realized.

#### *Employee Stock Ownership Plan ("ESOP")*

Compensation expense related to our defined contribution ESOP is computed based on the shares allocated method.

#### *Self-insurance*

Patterson is self-insured for certain losses related to general liability, product liability, automobile, workers' compensation and medical claims. We estimate our liabilities based upon an analysis of historical data and actuarial estimates. While current estimates are believed reasonable based on information currently available, actual results could differ and affect financial results due to changes in the amount or frequency of claims, medical cost inflation or other factors. Historically, actual results related to these types of claims have not varied significantly from estimated amounts.

#### *Stock-based Compensation*

We recognize stock-based compensation expense based on estimated grant date fair values. The grant date fair value of stock options and stock purchases made through our Employee Stock Purchase Plan and our Capital Accumulation Plan are estimated using the Black-Scholes option pricing valuation model. The grant date fair value of performance stock units that vest upon meeting certain market conditions is estimated using the Monte Carlo valuation model. These valuations require estimates to be made including expected stock price volatility which considers historical volatility trends, implied future volatility based on certain traded options and other factors. We estimate the expected life of awards based on several factors, including types of participants, vesting schedules, contractual terms and various factors surrounding exercise behavior of different groups.

The grant date fair value of time-based restricted stock awards and restricted stock units is calculated based on the closing price of our common stock on the date of grant.

Compensation expense for all share-based payment awards is recognized over the requisite service period (or to the date a participant becomes eligible for retirement, if earlier) for awards that are expected to vest.

#### *Comprehensive Income*

Comprehensive income is computed as net income plus certain other items that are recorded directly to stockholders' equity. Significant items included in comprehensive income are foreign currency translation adjustments and the effective portion of cash flow hedges, net of tax. Foreign currency translation adjustments do not include a provision for income tax because earnings from foreign operations are considered to be indefinitely reinvested outside the U.S.



The income tax expense related to cash flow hedge losses was \$620 , \$938 and \$1,057 for fiscal 2019 , 2018 and 2017 , respectively.

#### Earnings Per Share ("EPS")

The amount of basic EPS is computed by dividing net income attributable to Patterson by the weighted average number of outstanding common shares during the period. The amount of diluted EPS is computed by dividing net income by the weighted average number of outstanding common shares and common share equivalents, when dilutive, during the period.

The following table sets forth the denominator for the computation of basic and diluted EPS. There were no material adjustments to the numerator.

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Denominator for basic EPS – weighted average shares	92,755	92,467	94,897
Effect of dilutive securities – stock options, restricted stock and stock purchase plans	729	627	670
Denominator for diluted EPS – weighted average shares	93,484	93,094	95,567

Potentially dilutive securities representing 1,792 , 1,380 and 1,133 shares for fiscal 2019 , 2018 and 2017 , respectively, were excluded from the calculation of diluted EPS because their effects were anti-dilutive using the treasury stock method.

#### Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". ASU No. 2014-09 supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)," and requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. We adopted the new guidance as of April 29, 2018 using the modified retrospective method, and the adoption had no impact on our consolidated net earnings, financial position, or cash flows.

In January 2016, the FASB issued ASU No. 2016-01 "Financial Instruments- Recognition and Measurement of Financial Assets and Financial Liabilities (Subtopic 825-10)", which amends certain aspects of recognition, measurement, presentation and disclosure of financial instruments, including the requirement to measure certain equity investments at fair value with changes in fair value recognized in net income. We adopted ASU No. 2016-01 in the first quarter of fiscal 2019, and the adoption had no impact on our consolidated net earnings, financial position, or cash flows.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)," which requires lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by most leases, as well as requires additional qualitative and quantitative disclosures. We are required to adopt ASU 2016-02 in the first quarter of fiscal 2020, with early adoption permitted. We plan to adopt the new guidance in the first quarter of fiscal 2020 on a modified retrospective basis through a cumulative-effect adjustment to the beginning retained earnings in the period of adoption. We plan to elect the transition package of practical expedients provided within the guidance, which would eliminate the requirements to reassess lease identification, lease classification and initial direct costs for leases commenced before the effective date. We also plan to elect not to separate lease from non-lease components and to exclude short-term leases from our consolidated balance sheets.

While we continue to assess all the impacts of adoption, we anticipate recognizing operating lease liabilities of approximately \$80,000 to \$100,000 based on the present value of the remaining minimum lease commitments using our incremental borrowing rate as of the effective date of adoption. We also expect to record corresponding right of use assets based upon the operating lease liabilities adjusted for prepaid and deferred rents, unamortized initial direct costs, liabilities associated with lease termination costs and impairments of right of use assets recognized to opening retained earnings at the effective date. Additionally, any existing deferred gains on sale-leaseback transactions will be derecognized from our consolidated balance sheet and recognized to opening retained earnings at the effective date.

We are finalizing our assessment of the impact that this guidance will have on our consolidated financial statements, systems, processes and internal controls.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments-Credit Losses (Topic 326)," which requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. We plan to adopt the new guidance in the first quarter of fiscal 2021. We are currently evaluating the impact of adopting this pronouncement.

In February 2018, the FASB issued ASU No. 2018-02, "Income Statement-Reporting Comprehensive Income (Topic 220) Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which will allow a reclassification from accumulated other comprehensive income to retained earnings for the tax effects that are stranded in accumulated other comprehensive income as a result of tax reform. This standard also requires certain disclosures about stranded tax effects. We will adopt ASU No. 2018-02 in the first quarter of fiscal 2020, and apply it either in the period of adoption or retrospectively to each period in which the income tax effects of the tax reform related to items in accumulated other comprehensive income are recognized. We are currently evaluating the impact of adopting this pronouncement.

## 2. Cash and Cash Equivalents

At April 27, 2019 and April 28, 2018, cash and cash equivalents consisted of the following:

	April 27, 2019	April 28, 2018
Cash on hand	\$ 76,117	\$ 56,334
Money market funds	19,529	6,650
Total	<u>\$ 95,646</u>	<u>\$ 62,984</u>

Cash on hand is generally in interest earning accounts.

## 3. Receivables Securitization Program

On July 24, 2018, we entered into a Receivables Purchase Agreement (the "Receivables Purchase Agreement") with MUFG Bank, Ltd. ("MUFG") (f.k.a. The Bank of Tokyo-Mitsubishi UFJ, Ltd.). Under this agreement, MUFG acts as an agent to facilitate the sale of certain Patterson receivables (the "Receivables") to certain unaffiliated financial institutions (the "Purchasers"). The sale of these receivables is accounted for as a sale of assets under the provisions of ASC 860, Transfers and Servicing. We utilize PDC Funding III to facilitate the sale to fulfill requirements within the agreement.

Sales of Receivables occur daily and are settled with the Purchasers on a monthly basis. The proceeds from the sale of these Receivables comprise a combination of cash and a deferred purchase price ("DPP") receivable. The DPP receivable is ultimately realized by Patterson following the collection of the underlying Receivables sold to the Purchasers. The amount available under the Receivables Purchase Agreement fluctuates over time based on the total amount of eligible Receivables generated during the normal course of business, with maximum availability of \$200,000. As of April 27, 2019, \$166,000 of the amount available under the Receivables Purchase Agreement was utilized.

We have no retained interests in the transferred Receivables, other than our right to the DPP receivable and collection and administrative service fees. We consider the fees received adequate compensation for services rendered, and accordingly have recorded no servicing asset or liability. The DPP receivable is recorded at fair value within the consolidated balance sheets within prepaid expenses and other current assets. The DPP receivable was \$57,238 as of April 27, 2019. The difference between the carrying amount of the Receivables and the sum of the cash and fair value of the DPP receivable received at time of transfer is recognized as a gain or loss on sale of the related Receivables. We recorded a loss on sale of Receivables within operating expenses in the consolidated statements of income and other comprehensive income during the fiscal year ended April 27, 2019 of \$7,622.

#### 4. Goodwill and Other Intangible Assets

The changes in the carrying value of goodwill for each of our reportable segments for the fiscal year ended April 27, 2019 are as follows:

	Balance at April 28, 2018	Acquisition Activity	Other Activity	Balance at April 27, 2019
Dental	\$ 139,654	\$ —	\$ (494)	\$ 139,160
Animal Health	676,323	2,047	(1,304)	677,066
Corporate	—	—	—	—
Total	\$ 815,977	\$ 2,047	\$ (1,798)	\$ 816,226

Other activity in fiscal 2019 primarily consists of the impact from foreign currency translation.

Balances of other intangible assets, excluding goodwill, are as follows:

	April 27, 2019			April 28, 2018		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
<b>Unamortized - indefinite lived:</b>						
Copyrights, trade names and trademarks	\$ 12,300	\$ —	\$ 12,300	\$ 29,900	\$ —	\$ 29,900
<b>Amortized - definite lived:</b>						
Customer relationships	353,639	113,812	239,827	355,488	91,374	264,114
Trade names and trademarks	133,202	61,435	71,767	129,973	49,545	80,428
Developed technology and other	70,469	43,210	27,259	55,326	40,344	14,982
Total amortized intangible assets	557,310	218,457	338,853	540,787	181,263	359,524
Total identifiable intangible assets	\$ 569,610	\$ 218,457	\$ 351,153	\$ 570,687	\$ 181,263	\$ 389,424

In fiscal 2006, we extended our exclusive North American distribution relationship with Sirona Dental Systems for its CEREC 3D dental restorative system. At that time, we paid a \$100,000 distribution fee to extend the existing exclusive relationship for at least a 10 -year period beginning in 2007. This distribution fee was accounted for as an intangible asset and began amortizing in 2007. Based on our November 2016 decision not to extend sales exclusivity for the full Sirona portfolio of products, we recorded a pre-tax non-cash impairment charge of \$36,312 in our Dental segment in the third quarter fiscal 2017, related to the distribution fee associated with the CEREC product component of this arrangement. This charge was recorded within operating expenses in the consolidated statements of income and other comprehensive income.

In fiscal 2019, \$17,600 of indefinite lived assets were reclassified to definite lived assets.

With respect to the amortized intangible assets, future amortization expense is expected to approximate \$37,236 , \$37,135 , \$36,824 , \$36,232 and \$35,575 for fiscal 2020 , 2021 , 2022 , 2023 and 2024 , respectively. Actual amounts of amortization expense may differ from estimated amounts due to additional intangible asset acquisitions, changes in foreign currency exchange rates, impairment of intangible assets, accelerated amortization of intangible assets and other events.

#### 5. Discontinued Operations

In August 2015, we sold all of the outstanding shares of common stock of Patterson Medical Holdings, Inc., our wholly owned subsidiary responsible for our medical rehabilitative and assistive products supply business ("Patterson Medical"), for \$716,886 in cash to Madison Dearborn Partners. As additional consideration for the shares of Patterson Medical, we obtained a number of common units of the parent company of the buyer equal to 10% of the common units outstanding at closing. Unlike the other common units, these units will only become entitled to begin participating in distributions to the common unit holders at such time, if any, as the Madison Dearborn Partners' investor cash inflows equal or exceed 2.5 times the Madison Dearborn Partners' investor cash outflows. These units are non-transferable.

In connection with the above described transaction, we also entered into a transition services agreement with our former subsidiary, pursuant to which Patterson Medical, as owned by Madison Dearborn Partners, paid us to provide,

among other things, certain information technology, distribution, facilities, finance, tax and treasury, and human resources services. The transition services agreement ended in fiscal 2018, and we no longer provide these services.

We classified Patterson Medical's results of operations as discontinued operations for all periods presented in the consolidated statements of income and other comprehensive income. The operations and cash flows of Patterson Medical have been eliminated from our continuing operations, which were previously recorded as the rehabilitation supply reportable segment.

## 6. Property and Equipment

Property and equipment consisted of the following items:

	April 27, 2019	April 28, 2018
Land	\$ 11,969	\$ 10,227
Buildings	118,556	104,720
Leasehold improvements	28,359	26,624
Furniture and equipment	175,774	171,197
Computer hardware and software	218,893	211,453
Construction-in-progress <sup>(1)</sup>	75,860	59,691
Property and equipment, gross	629,411	583,912
Accumulated depreciation	(323,621)	(293,322)
Property and equipment, net	<u>\$ 305,790</u>	<u>\$ 290,590</u>

<sup>(1)</sup> Includes \$57,006 and \$43,026 of unamortized computer software development costs of software to be sold as of April 27, 2019 and April 28, 2018, respectively.

## 7. Debt

Our long-term debt consists of the following:

	Interest Rate	Carrying Value	
		April 27, 2019	April 28, 2018
Senior notes due fiscal 2019 <sup>(1)</sup>	2.95%	—	60,000
Senior notes due fiscal 2022 <sup>(1)</sup>	3.59%	165,000	165,000
Senior notes due fiscal 2024 <sup>(1)</sup>	3.74%	100,000	100,000
Senior notes due fiscal 2025 <sup>(2)</sup>	3.48%	250,000	250,000
Senior notes due fiscal 2028 <sup>(3)</sup>	3.79%	150,000	150,000
Term loan due fiscal 2022 <sup>(4)</sup>	3.73%	87,091	276,633
Less: Deferred debt issuance costs		(2,775)	(3,005)
Total debt		749,316	998,628
Less: Current maturities of long-term debt		(23,975)	(76,598)
Long-term debt		<u>\$ 725,341</u>	<u>\$ 922,030</u>

<sup>(1)</sup> Issued in December 2011.

<sup>(2)</sup> Issued in March 2015.

<sup>(3)</sup> Issued in March 2018.

<sup>(4)</sup> Issued in June 2015, amended in January 2017. Interest rate is LIBOR plus 1.25% as of April 27, 2019.

Future principal payments due, based on stated contractual maturities for our long-term debt, are as follows as of April 27, 2019 :

Fiscal Year	
2020	\$ 23,975
2021	29,508
2022	198,608
2023	—
2024	100,000
Thereafter	400,000
Total	<u>\$ 752,091</u>

In fiscal 2017, we entered into an amended credit agreement ("Amended Credit Agreement"), consisting of a \$295,075 term loan and a \$750,000 revolving line of credit. In March 2019, we permanently reduced the capacity under the revolving line of credit to \$500,000. Interest on borrowings is variable and is determined as a base rate plus a spread. This spread, as well as a commitment fee on the unused portion of the facility, is based on our leverage ratio, as defined in the Amended Credit Agreement. The term loan and revolving credit facilities will mature no later than January 2022.

As of April 27, 2019, \$87,091 of the Amended Credit Agreement unsecured term loan was outstanding at an interest rate of 3.73%, and no amount was outstanding under the Amended Credit Agreement revolving line of credit. At April 28, 2018, \$276,633 was outstanding under the Amended Credit Agreement unsecured term loan at an interest rate of 3.40%, and \$16,000 was outstanding under the Amended Credit Agreement revolving line of credit at an interest rate of 2.95%.

In March 2018, we issued fixed-rate senior notes with an aggregate principal amount of \$150,000, due fiscal 2028. The proceeds were used to repay \$150,000 of senior notes that came due in March 2018.

We are subject to various financial covenants under our debt agreements including the maintenance of leverage and interest coverage ratios. In the event of our default, any outstanding obligations may become due and payable immediately. We were in compliance with the covenants under our debt agreements as of April 27, 2019.

## 8. Customer Financing

As a convenience to our customers, we offer several different financing alternatives, including a third party program and a Patterson-sponsored program. For the third party program, we act as a facilitator between the customer and the third party financing entity with no on-going involvement in the financing transaction. Under the Patterson-sponsored program, equipment purchased by creditworthy customers may be financed up to a maximum of \$1,000. We generally sell our customers' financing contracts to outside financial institutions in the normal course of our business. These financing arrangements are accounted for as a sale of assets under the provisions of ASC 860, *Transfers and Servicing*. We currently have two arrangements under which we sell these contracts.

First, we operate under an agreement to sell a portion of our equipment finance contracts to commercial paper conduits with MUFG serving as the agent. We utilize PDC Funding to fulfill a requirement of participating in the commercial paper conduit. We receive the proceeds of the contracts upon sale to MUFG. At least 9.5% of the proceeds are held by the conduit as security against eventual performance of the portfolio. This percentage can be greater and is based upon certain ratios defined in the agreement with MUFG. The capacity under the agreement with MUFG at April 27, 2019 was \$525,000.

Second, we maintain an agreement with Fifth Third Bank ("Fifth Third") whereby Fifth Third purchases customers' financing contracts. PDC Funding II sells its financing contracts to Fifth Third. We receive the proceeds of the contracts upon sale to Fifth Third. At least 11.0% of the proceeds are held by the conduit as security against eventual performance of the portfolio. This percentage can be greater and is based upon certain ratios defined in the agreement with Fifth Third. The capacity under the agreement with Fifth Third at April 27, 2019 was \$100,000.

We service the financing contracts under both arrangements, for which we are paid a servicing fee. The servicing fees we receive are considered adequate compensation for services rendered. Accordingly, no servicing asset or liability has been recorded.

The portion of the purchase price for the receivables held by the conduits is deemed a DPP receivable, which is paid to the applicable special purpose entity as payments on the customers' financing contracts are collected by Patterson from customers. The difference between the carrying amount of the receivables sold under these programs and the

sum of the cash and fair value of the DPP receivable received at time of transfer is recognized as a gain on sale of the related receivables and recorded in net sales in the consolidated statements of income and other comprehensive income. Expenses incurred related to customer financing activities are recorded in operating expenses in our consolidated statements of income and other comprehensive income.

During fiscal 2019 , 2018 and 2017 , we sold \$279,204 , \$312,699 and \$357,965 of contracts under these arrangements, respectively. We recorded net sales in the consolidated statements of income and other comprehensive income of \$16,883 , \$13,347 and \$20,580 during fiscal 2019 , 2018 and 2017 , respectively, related to these contracts sold.

Included in cash and cash equivalents in the consolidated balance sheets are \$34,016 and \$35,741 as of April 27, 2019 and April 28, 2018 , respectively, which represent cash collected from previously sold customer financing contracts that have not yet been settled. Included in current receivables in the consolidated balance sheets are \$48,559 , net of unearned income of \$0 , and \$46,232 , net of unearned income of \$8 , as of April 27, 2019 and April 28, 2018 , respectively, of finance contracts we have not yet sold. A total of \$577,246 of finance contracts receivable sold under the arrangements was outstanding at April 27, 2019 . The DPP receivable under the arrangements was \$121,657 and \$150,404 as of April 27, 2019 and April 28, 2018 , respectively. Since the internal financing program began in 1994, bad debt write-offs have amounted to less than 1% of the loans originated.

The arrangements require us to maintain a minimum current ratio and maximum leverage ratio. We were in compliance with those covenants at April 27, 2019 .

## 9. Derivative Financial Instruments

We are a party to certain offsetting and identical interest rate cap agreements entered into to fulfill certain covenants of the equipment finance contract sale agreements. The interest rate cap agreements also provide a credit enhancement feature for the financing contracts sold by PDC Funding and PDC Funding II to the commercial paper conduit.

The interest rate cap agreements are canceled and new agreements are entered into periodically to maintain consistency with the dollar maximum of the sale agreements and the maturity of the underlying financing contracts. As of April 27, 2019 , PDC Funding had purchased an interest rate cap from a bank with a notional amount of \$525,000 and a maturity date of July 2026. We sold an identical interest rate cap to the same bank. As of April 27, 2019 , PDC Funding II had purchased an interest rate cap from a bank with a notional amount of \$100,000 and a maturity date of December 2025. We sold an identical interest rate cap to the same bank.

These interest rate cap agreements do not qualify for hedge accounting treatment and, accordingly, we record the fair value of the agreements as an asset or liability and the change as income or expense during the period in which the change occurs.

In March 2008, we entered into two forward starting interest rate swap agreements, each with notional amounts of \$100,000 and accounted for as cash flow hedges, to hedge interest rate fluctuations in anticipation of the issuance of the senior notes due fiscal 2015 and fiscal 2018 . Upon issuance of the hedged debt, we settled the forward starting interest rate swap agreements and recorded a \$1,000 increase, net of income taxes, to other comprehensive income (loss), which was amortized as a reduction to interest expense over the life of the related debt through the fourth quarter of fiscal 2018.

In January 2014, we entered into a forward interest rate swap agreement with a notional amount of \$250,000 and accounted for it as a cash flow hedge, in order to hedge interest rate fluctuations in anticipation of refinancing the 5.17% senior notes due March 25, 2015 . These notes were repaid on March 25, 2015 and replaced with new \$250,000 3.48% senior notes due March 24, 2025 . A cash payment of \$29,003 was made in March 2015 to settle the interest rate swap. This amount is recorded in other comprehensive income (loss), net of tax, and is recognized as interest expense over the life of the related debt.

In January 2019 and April 2019, we entered into forward interest rate swap agreements with notional amounts of \$539,400 and \$67,291 , respectively, in order to hedge against interest rate fluctuations that impact the amount of net sales we record related to our customer financing contracts. These interest rate swap agreements do not qualify for hedge accounting treatment and, accordingly, we record the fair value of the agreements as an asset or liability and the change as income or expense during the period in which the change occurs. As of April 27, 2019 , the remaining notional amount for these interest rate swap agreements was \$553,719 , with the latest maturity date in fiscal 2026. Cash payments of \$89 were made in fiscal 2019 to settle a portion of our liabilities related to these interest rate swap agreements. These payments are reflected as cash outflows in the consolidated statements of cash flows within net cash provided by operating activities.

The following presents the fair value of derivative instruments included in the consolidated balance sheets:

Derivative type	Classification	April 27, 2019	April 28, 2018
<b>Assets:</b>			
Interest rate contracts	Other non-current assets	\$ 380	\$ 1,613
<b>Liabilities:</b>			
Interest rate contracts	Other accrued liabilities	1,034	—
Interest rate contracts	Other non-current liabilities	2,160	1,613
Total liability derivatives		\$ 3,194	\$ 1,613

The following tables present the pre-tax effect of derivative instruments on the consolidated statements of income and other comprehensive income ("OCI"):

Derivatives in cash flow hedging relationships	Income statement location	Amount of Gain (Loss) Reclassified from Accumulated Other Comprehensive Loss into Income (Effective Portion)		
		Fiscal Year Ended		
		April 27, 2019	April 28, 2018	April 29, 2017
Interest rate contracts	Interest expense	\$ (2,908)	\$ (2,809)	\$ (2,802)

Derivatives not designated as hedging instruments	Income statement location	Amount of Gain (Loss) Recognized in Income on Derivative		
		Fiscal Year Ended		
		April 27, 2019	April 28, 2018	April 29, 2017
Interest rate contracts	Other income, net	\$ (2,903)	\$ —	\$ —

There were no gains or losses recognized in OCI on cash flow hedging derivatives in fiscal 2019, 2018 or 2017.

We recorded no ineffectiveness during fiscal 2019, 2018 or 2017. As of April 27, 2019, the estimated pre-tax portion of accumulated other comprehensive loss that is expected to be reclassified into earnings over the next twelve months is \$2,900, which will be recorded as an increase to interest expense.

#### 10. Fair Value Measurements

Fair value is the price at which an asset could be exchanged in a current transaction between knowledgeable, willing parties. The fair value hierarchy of measurements is categorized into one of three levels based on the lowest level of significant input used:

- Level 1 –** Quoted prices in active markets for identical assets and liabilities at the measurement date.
- Level 2 –** Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 –** Unobservable inputs for which there is little or no market data available. These inputs reflect management's assumptions of what market participants would use in pricing the asset or liability.

Our hierarchy for assets and liabilities measured at fair value on a recurring basis is as follows:

April 27, 2019				
	Total	Level 1	Level 2	Level 3
<b>Assets:</b>				
Cash equivalents	\$ 19,529	\$ 19,529	\$ —	\$ —
DPP receivable - receivables securitization program	57,238	—	—	57,238
DPP receivable - customer financing	121,657	—	—	121,657
Derivative instruments	380	—	380	—
<b>Total assets</b>	<b>\$ 198,804</b>	<b>\$ 19,529</b>	<b>\$ 380</b>	<b>\$ 178,895</b>
<b>Liabilities:</b>				
Derivative instruments	\$ 3,194	\$ —	\$ 3,194	\$ —
April 28, 2018				
	Total	Level 1	Level 2	Level 3
<b>Assets:</b>				
Cash equivalents	\$ 6,650	\$ 6,650	\$ —	\$ —
DPP receivable - receivables securitization program	—	—	—	—
DPP receivable - customer financing	150,404	—	—	150,404
Derivative instruments	1,613	—	1,613	—
<b>Total assets</b>	<b>\$ 158,667</b>	<b>\$ 6,650</b>	<b>\$ 1,613</b>	<b>\$ 150,404</b>
<b>Liabilities:</b>				
Derivative instruments	\$ 1,613	\$ —	\$ 1,613	\$ —

*Cash equivalents* – We value cash equivalents at their current market rates. The carrying value of cash equivalents approximates fair value and maturities are less than three months.

*DPP receivable - receivables securitization program* – We value this DPP receivable based on a discounted cash flow analysis using unobservable inputs, which include the estimated timing of payments and the credit quality of the underlying creditor. Significant changes in any of the significant unobservable inputs in isolation would not result in a materially different fair value estimate. The interrelationship between these inputs is insignificant.

*DPP receivable - customer financing* – We value this DPP receivable based on a discounted cash flow analysis using unobservable inputs, which include a forward yield curve, the estimated timing of payments and the credit quality of the underlying creditor. Significant changes in any of the significant unobservable inputs in isolation would not result in a materially different fair value estimate. The interrelationship between these inputs is insignificant.

*Derivative instruments* –Our derivative instruments consist of interest rate cap agreements and interest rate swaps. These instruments are valued using inputs such as interest rates and credit spreads.

Certain assets are measured at fair value on a non-recurring basis. These assets are not measured at fair value on an ongoing basis, but are subject to fair value adjustments under certain circumstances, such as when there is evidence of impairment. In fiscal 2017, we recorded a non-cash impairment charge of \$36,312 related to a distribution agreement intangible asset. Refer to Note 4 for more information. There were no fair value adjustments to such assets in fiscal 2019 or 2018.

Our debt is not measured at fair value in the consolidated balance sheets. The estimated fair value of our debt as of April 27, 2019 and April 28, 2018 was \$758,121 and \$989,124 , respectively, as compared to a carrying value of \$749,316 and \$998,628 at April 27, 2019 and April 28, 2018 , respectively. The fair value of debt was measured using a discounted cash flow analysis based on expected market based yields (i.e., level 2 inputs).

The carrying amounts of receivables, net of allowances, accounts payable, and certain accrued and other current liabilities approximated fair value at April 27, 2019 and April 28, 2018 .



## 11. Lease Commitments

Patterson leases facilities for its branch office locations, a few distribution facilities, and certain equipment. These leases are accounted for as operating leases. Future minimum rental payments under noncancelable operating leases are as follows at April 27, 2019 :

2020	\$	21,087
2021		17,133
2022		13,487
2023		8,198
2024		4,126
Thereafter		1,476
<b>Total</b>	<b>\$</b>	<b>65,507</b>

Rent expense was \$23,141 , \$24,425 and \$24,502 for fiscal 2019 , 2018 and 2017 , respectively.

## 12. Income Taxes

The components of income from continuing operations before taxes are as follows:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
<b>Income from continuing operations before taxes</b>			
United States	\$ 76,035	\$ 144,278	\$ 217,529
International	30,193	34,985	33,352
<b>Total</b>	<b>\$ 106,228</b>	<b>\$ 179,263</b>	<b>\$ 250,881</b>

Significant components of income tax expense (benefit) are as follows:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
<b>Current:</b>			
Federal	\$ (19)	\$ 5,876	\$ 72,339
Foreign	9,207	11,228	9,100
State	3,402	2,243	9,367
<b>Total current expense</b>	<b>12,590</b>	<b>19,347</b>	<b>90,806</b>
<b>Deferred:</b>			
Federal	9,709	(45,177)	(11,802)
Foreign	(53)	(743)	(28)
State	1,106	4,862	(1,883)
<b>Total deferred expense (benefit)</b>	<b>10,762</b>	<b>(41,058)</b>	<b>(13,713)</b>
<b>Income tax expense (benefit)</b>	<b>\$ 23,352</b>	<b>\$ (21,711)</b>	<b>\$ 77,093</b>

### U.S. Tax Reform

On December 22, 2017, the Tax Cuts and Jobs Act (the "Tax Act") was enacted into law. The Tax Act significantly revises the future ongoing U.S. federal corporate income tax by, among other things, lowering the U.S. federal corporate tax rate, implementing a territorial tax system, imposing a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred, and creates new taxes on foreign sourced earnings. Effective January 1, 2018, the Tax Act reduced the U.S. federal corporate tax rate from 35.0% to 21.0% . For the fiscal year ended April 27, 2019 , we utilized a 21.0% U.S. federal statutory rate. For the fiscal year ended April 28, 2018 , we utilized a blended rate of approximately 30.5% .

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Effective for the fiscal year ended April 27, 2019, the Tax Act subjects Patterson to tax on global intangible low-taxed income ("GILTI"). We have made an accounting policy election to treat the impacts of GILTI as a period cost in the period incurred.

For the fiscal year ended April 28, 2018, these impacts resulted in a provisional discrete net tax benefit of \$76,648, which included provisional amounts of \$81,871 of tax benefit on U.S. deferred tax assets and liabilities, \$4,006 of tax expense for a one-time transition tax on unremitted foreign earnings and \$1,217 in withholding tax paid on current year distributions. During the fiscal year ended April 27, 2019, we completed our accounting for the previously recorded provisional impacts of the Tax Act and recorded additional remeasurement benefit of \$2,355 on U.S. deferred tax assets and liabilities and a reduction to the transition tax cost of \$331.

While we have completed our accounting for the impacts of the Tax Act, changes in interpretation of the Tax Act, analysis of proposed and final regulations as they are issued, current and additional guidance from the Internal Revenue Service and/or state legislative actions as well as potential changes in accounting standards surrounding income taxes and the Tax Act may result in further, potentially material, changes to these completed computations.

Deferred tax assets and liabilities are included in other non-current assets and deferred income taxes on the consolidated balance sheets. Significant components of our deferred tax assets (liabilities) as of April 27, 2019 and April 28, 2018 are as follows:

	April 27, 2019	April 28, 2018
<b>Deferred tax assets:</b>		
Capital accumulation plan	\$ 3,988	\$ 4,862
Inventory related items	4,887	4,407
Bad debt allowance	1,888	1,052
Stock based compensation expense	6,918	6,514
Interest rate swap	4,041	4,712
Foreign tax credit	7,358	8,472
Other	5,053	11,748
<b>Gross deferred tax assets</b>	<b>34,133</b>	<b>41,767</b>
Less: Valuation allowance	(11,237)	(13,830)
<b>Total net deferred tax assets</b>	<b>22,896</b>	<b>27,937</b>
<b>Deferred tax liabilities</b>		
LIFO reserve	(24,098)	(19,727)
Amortizable intangibles	(77,126)	(84,778)
Goodwill	(43,903)	(41,635)
Property, plant, equipment	(40,793)	(33,376)
<b>Total deferred tax liabilities</b>	<b>(185,920)</b>	<b>(179,516)</b>
<b>Deferred net long-term income tax liability</b>	<b>\$ (163,024)</b>	<b>\$ (151,579)</b>

At April 27, 2019, we had a U.S. foreign tax credit asset that will expire in seven years. In addition, we have deferred tax assets which would give rise to tax capital losses if triggered in the future. These losses would have a five year carryforward period and can only be used against capital gain income. At this time, we believe that it is more likely than not that the foreign tax credit and potential capital loss carryforward attributes totaling \$11,237 will not be fully utilized prior to expiration. As a result, a full valuation allowance has been established against these assets.

With regard to unremitted earnings of foreign subsidiaries generated after December 31, 2017, we do not currently provide for U.S. taxes since we intend to reinvest such undistributed earnings indefinitely outside of the United States. We continue to apply ASC 740 based on the provisions of the tax law that were in effect immediately prior to the enactment of the new law.

Income tax expense varies from the amount computed using the U.S. statutory rate. The reasons for this difference and the related tax effects are shown below:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Tax at U.S. statutory rate	\$ 22,306	\$ 54,674	\$ 87,807
State tax provision, net of federal benefit	3,492	4,650	5,217
Effect of foreign taxes	2,728	(186)	(2,602)
ESOP	(2,465)	(4,036)	(4,198)
Other permanent differences	1,074	(728)	(2,663)
Tax on dividends, net of foreign tax credit	—	—	(2,406)
Tax reform	(2,686)	(76,648)	—
Other	(1,097)	563	(4,062)
Income tax expense (benefit)	\$ 23,352	\$ (21,711)	\$ 77,093

We have accounted for the uncertainty in income taxes recognized in the financial statements in accordance with ASC Topic 740, "Income Taxes". This standard clarifies the separate identification and reporting of estimated amounts that could be assessed upon audit. The potential assessments are considered unrecognized tax benefits, because, if it is ultimately determined they are unnecessary, the reversal of these previously recorded amounts will result in a beneficial impact to our financial statements.

As of April 27, 2019 and April 28, 2018, Patterson's gross unrecognized tax benefits were \$13,035 and \$14,227, respectively. If determined to be unnecessary, these amounts (net of deferred tax assets of \$2,225 and \$2,418, respectively, related to the tax deductibility of the gross liabilities) would decrease our effective tax rate. The gross unrecognized tax benefits are included in other non-current liabilities on the consolidated balance sheets.

A summary of the changes in the gross amounts of unrecognized tax benefits for the years ended April 27, 2019 and April 28, 2018 is shown below:

	April 27, 2019	April 28, 2018
Balance at beginning of period	\$ 14,227	\$ 14,211
Additions for tax positions related to the current year	972	1,713
Additions for tax positions of prior years	50	232
Reductions for tax positions of prior years	(228)	(475)
Statute expirations	(1,984)	(1,284)
Settlements	(2)	(170)
Balance at end of period	\$ 13,035	\$ 14,227

We also recognize both interest and penalties with respect to unrecognized tax benefits as a component of income tax expense. As of April 27, 2019 and April 28, 2018, we had recorded \$1,926 and \$1,764, respectively, for interest and penalties. These amounts are also included in other non-current liabilities on the consolidated balance sheets. These amounts, net of related deferred tax assets, if determined to be unnecessary, would decrease our effective tax rate. During the year ended April 27, 2019, we recorded as part of tax expense \$429 related to an increase in our estimated liability for interest and penalties.

Patterson files income tax returns, including returns for our subsidiaries, with federal, state, local and foreign jurisdictions. During fiscal 2018, the Internal Revenue Service ("IRS") concluded an audit of fiscal years ended April 25, 2015 and April 30, 2016. The IRS has either examined or waived examination for all periods up to and including our fiscal year ended April 30, 2016, resulting in these periods being closed. In addition to the IRS, periodically, state, local and foreign income tax returns are examined by various taxing authorities. We do not believe that the outcome of these various examinations will have a material adverse impact on our financial statements.

### 13. Technology Partner Innovations, LLC

In the first quarter of fiscal 2019, we entered into an agreement with Cure Partners to form Technology Partner Innovations, LLC (TPI), which is launching a new cloud-based practice management software, NaVetor. Patterson and

Cure Partners each contributed net assets of \$4,000 to form TPI. We have determined that TPI is a variable interest entity, and we consolidate the results of operations of TPI as we have concluded that we are the primary beneficiary of TPI. During the fiscal year ended April 27, 2019, net loss attributable to the noncontrolling interest was \$752, resulting in noncontrolling interests of \$3,248 on the consolidated balance sheets at April 27, 2019.

#### 14. Segment and Geographic Data

We present three reportable segments: Dental, Animal Health and Corporate. Dental and Animal Health are strategic business units that offer similar products and services to different customer bases. Dental provides a virtually complete range of consumable dental products, equipment and software, turnkey digital solutions and value-added services to dentists, dental laboratories, institutions, and other healthcare professionals throughout North America. Animal Health is a leading, full-line distributor in North America and the U.K. of animal health products, services and technologies to both the production-animal and companion-pet markets. Our Corporate segment is comprised of general and administrative expenses, including home office support costs in areas such as information technology, finance, legal, human resources and facilities. In addition, customer financing and other miscellaneous sales are reported within Corporate results. Corporate assets consist primarily of cash and cash equivalents, accounts receivable, property and equipment and long-term receivables. We evaluate segment performance based on operating income. The costs to operate the fulfillment centers are allocated to the business units based on the through-put of the unit.

The following tables present information about our reportable segments:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
<b>Consolidated net sales</b>			
United States	\$ 4,638,184	\$ 4,537,326	\$ 4,725,322
United Kingdom	597,953	583,057	547,968
Canada	338,386	345,300	319,837
<b>Total</b>	<b>\$ 5,574,523</b>	<b>\$ 5,465,683</b>	<b>\$ 5,593,127</b>
<b>Dental net sales</b>			
United States	\$ 1,989,875	\$ 1,985,398	\$ 2,185,341
Canada	201,915	210,680	204,878
<b>Total</b>	<b>\$ 2,191,790</b>	<b>\$ 2,196,078</b>	<b>\$ 2,390,219</b>
<b>Animal Health net sales</b>			
United States	\$ 2,620,104	\$ 2,524,887	\$ 2,496,899
United Kingdom	597,953	583,057	547,968
Canada	136,471	134,620	114,959
<b>Total</b>	<b>\$ 3,354,528</b>	<b>\$ 3,242,564</b>	<b>\$ 3,159,826</b>
<b>Corporate net sales</b>			
United States	\$ 28,205	\$ 27,041	\$ 43,082
<b>Total</b>	<b>\$ 28,205</b>	<b>\$ 27,041</b>	<b>\$ 43,082</b>

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
<b>Consolidated net sales</b>			
Consumable	\$ 4,482,016	\$ 4,415,643	\$ 4,400,888
Equipment and software	753,805	709,253	834,526
Other	338,702	340,787	357,713
Total	\$ 5,574,523	\$ 5,465,683	\$ 5,593,127
<b>Dental net sales</b>			
Consumable	\$ 1,214,814	\$ 1,251,642	\$ 1,321,764
Equipment and software	694,864	660,355	780,868
Other	282,112	284,081	287,587
Total	\$ 2,191,790	\$ 2,196,078	\$ 2,390,219
<b>Animal Health net sales</b>			
Consumable	\$ 3,267,202	\$ 3,164,001	\$ 3,079,124
Equipment and software	58,941	48,898	53,658
Other	28,385	29,665	27,044
Total	\$ 3,354,528	\$ 3,242,564	\$ 3,159,826
<b>Corporate net sales</b>			
Other	\$ 28,205	\$ 27,041	\$ 43,082
Total	\$ 28,205	\$ 27,041	\$ 43,082
<b>Operating income (loss) from continuing operations</b>			
Dental	\$ 179,236	\$ 229,201	\$ 263,671
Animal Health	81,472	78,058	88,132
Corporate	(122,992)	(87,370)	(63,875)
Consolidated operating income from continuing operations	\$ 137,716	\$ 219,889	\$ 287,928
<b>Depreciation and amortization</b>			
Dental	\$ 8,792	\$ 7,435	\$ 11,840
Animal Health	49,362	50,892	50,144
Corporate	24,619	25,489	21,834
Consolidated depreciation and amortization	\$ 82,773	\$ 83,816	\$ 83,818

	April 27, 2019	April 28, 2018
Property and equipment, net		
United States	\$ 295,381	\$ 278,508
United Kingdom	1,976	1,773
Canada	8,433	10,309
Total	<u>\$ 305,790</u>	<u>\$ 290,590</u>

	April 27, 2019	April 28, 2018
Total assets		
Dental	\$ 641,721	\$ 853,555
Animal Health	2,156,723	2,128,800
Corporate	470,825	489,309
Total assets	<u>\$ 3,269,269</u>	<u>\$ 3,471,664</u>

## 15. Stockholders' Equity

### Dividends

The following table presents our declared and paid cash dividends per share on our common stock for the past three years. Dividends were declared and paid in the same period. We expect to continue paying a quarterly cash dividend into the foreseeable future.

Fiscal year	Quarter			
	1	2	3	4
2019	\$ 0.26	\$ 0.26	\$ 0.26	\$ 0.26
2018	0.26	0.26	0.26	0.26
2017	0.24	0.24	0.24	0.26

### Share Repurchases

During fiscal 2019, we had no repurchases of shares of our common stock. During fiscal 2018, we repurchased and retired 2,147 shares of our common stock for \$87,500, or an average of \$40.75 per share. During fiscal 2017, we repurchased and retired 2,855 shares of our common stock for \$125,384, or an average of \$43.91 per share.

On March 13, 2018, the Board of Directors authorized a \$500,000 share repurchase program through March 13, 2021. As of April 27, 2019, \$500,000 remains available under the current repurchase authorization.

### Employee Stock Ownership Plan ("ESOP")

During 1990, Patterson's Board of Directors adopted a leveraged ESOP. In fiscal 1991, under the provisions of the plan and related financing arrangements, Patterson loaned the ESOP \$22,000 (the "1990 note") for the purpose of acquiring its then outstanding preferred stock, which was subsequently converted to common stock. The Board of Directors determines the contribution from the Company to the ESOP annually. The contribution is used to retire a portion of the debt, which triggers a release of shares that are then allocated to the employee participants. Shares of stock acquired by the plan are allocated to each participant who has completed 1000 hours of service during the plan year. In fiscal 2011, the final payment on the 1990 note was made and all remaining shares were released for allocation to participants.

In fiscal 2002, Patterson's ESOP and an ESOP sponsored by the Thompson Dental Company ("Thompson") were used to facilitate the acquisition and merger of Thompson into Patterson. The net result of this transaction was an additional loan of \$12,612 being made to the ESOP and the ESOP acquiring 666 shares of common stock. The loan bears interest at current rates but principal did not begin to amortize until fiscal 2012. Beginning in fiscal 2012 and through fiscal 2020, an annual payment of \$200 plus interest is due and in fiscal 2020, a final payment of any outstanding principal and interest balance is due. Prepayments of principal can be made at any time without penalty. Of the 666 shares issued in the transaction, 98 were previously allocated to Thompson employees. The remaining 568 shares began to be allocated in fiscal 2004 as interest was paid on the loan.

In September 2006, we entered into a third loan agreement with the ESOP and loaned \$105,000 (the "2006 note") for the sole purpose of enabling the ESOP to purchase shares of our common stock. The ESOP purchased 3,160 shares with the proceeds from the 2006 note. Interest on the unpaid principal balance accrues at a rate equal to six-month LIBOR, with the rate resetting semi-annually. Interest payments were not required during the period from and including September 11, 2006 through April 30, 2010. On April 30, 2010, accrued and unpaid interest was added to the outstanding principal balance under the note, with interest thereafter accruing on the increased principal amount. Unpaid interest accruing after April 30, 2010 is due and payable on each successive April 30 occurring through September 10, 2026. Principal payments aren't due until September 10, 2026; however, prepayments can be made without penalty. In fiscal 2012, Patterson contributed \$20,214 to the ESOP, which then purchased 844 shares for allocation to the participants. No shares secured by the 2006 note were released prior to fiscal 2011.

At April 27, 2019, a total of 9,387 shares of common stock that have been allocated to participants remained in the ESOP and had a fair market value of \$205,018. Related to the shares from the Thompson transaction, committed-to-be-released shares were 17 and suspense shares were 394. Finally, with respect to the 2006 note, committed-to-be-released shares were 585 and suspense shares were 697.

Unearned ESOP shares are not considered outstanding for the computation of earnings per share until the shares are committed for release to the participants. During fiscal 2019, 2018 and 2017, the compensation expense recognized related to the ESOP was \$13,740, \$18,132 and \$1,315, respectively.

We anticipate the allocation of the remaining suspense, or unearned, shares to occur over a period of less than 5 years. As of April 27, 2019, the fair value of all unearned shares held by the ESOP was \$23,907. We will recognize an income tax deduction as the unearned ESOP shares are released. Such deductions will be limited to the ESOP's original cost to acquire the shares.

Dividends on allocated shares are passed through to the ESOP participants. Dividends on unallocated shares are used by the ESOP to make debt service payments on the notes due to Patterson.

#### **16. Stock-based Compensation**

The consolidated statements of income and other comprehensive income for fiscal 2019, 2018 and 2017 include pre-tax (after-tax) stock-based compensation expense of \$19,685 (\$15,588), \$18,400 (\$13,037) and \$17,710 (\$11,910). Pre-tax expense is included in operating expenses within the consolidated statements of income and other comprehensive income.

As of April 27, 2019, the total unrecognized compensation cost related to non-vested awards was \$27,998, and it is expected to be recognized over a weighted average period of approximately 1.6 years.

#### *2015 Omnibus Incentive Plan*

In September 2015, our shareholders approved the 2015 Omnibus Incentive Plan ("Incentive Plan"), which was amended and restated in September 2018. The aggregate number of shares of common stock that may be issued is 11,500. The Incentive Plan authorizes various award types to be issued under the plan, including stock options, restricted stock awards, restricted stock units, stock appreciation rights, performance awards, non-employee director awards, cash-based awards and other stock-based awards. We issue new shares for stock option exercises, restricted stock award grants and also for vesting of restricted stock units and performance stock units. Awards that expire or are canceled without delivery of shares generally become available for reissuance under the plan.

At April 27, 2019, there were 7,556 shares available for awards under the Incentive Plan.

As a result of the approval of the Incentive Plan, awards are no longer granted under any prior equity incentive plan, but all outstanding awards previously granted under such prior plans will remain outstanding and subject to the terms of such prior plans. At April 27, 2019, there were 796 shares outstanding under prior plans.

#### *Inducement Awards*

On June 29, 2018, we issued a combination of non-statutory stock options and restricted stock units outside our Incentive Plan to our Chief Financial Officer. The stock option covers 99 shares of our common stock, has an exercise price of \$22.67 per share, and has a 10-year term. Such award will vest, assuming continued employment, to the extent of one-third of the award on the first anniversary of the date of grant, one-third of the award on the second anniversary of the date of grant, and the remaining one-third of the award on the third anniversary of the date of grant. The restricted stock unit award covers 31 shares of our common stock. Such award will vest, assuming continued

employment, to the extent of 50% of the award on the first anniversary of the date of grant and the remaining 50% of the award on the second anniversary of the date of grant.

On December 1, 2017, we issued a restricted stock unit award outside our Incentive Plan to our Chief Executive Officer. The award covers 56 shares of common stock and will vest, assuming continued employment, to the extent of 50% of the award on the first anniversary of the date of grant and the remaining 50% of the award on the second anniversary of the date of grant.

*Stock Option Awards*

Stock options granted to employees expire no later than ten years after the date of grant. Awards typically vest over three or five years .

The fair value of stock options granted was estimated as of the grant date using a Black-Scholes option-pricing model with the following assumptions:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Expected dividend yield	4.5%	2.2%	2.0%
Expected stock price volatility	24.6%	21.6%	21.2%
Risk-free interest rate	2.9%	1.9%	1.2%
Expected life (years)	6.2	6.6	6.6
Weighted average grant date fair value per share	\$ 3.66	\$ 8.18	\$ 8.32

The following is a summary of stock option activity:

	Number of Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value
Balance as of April 28, 2018	1,206	\$ 50.82	
Granted	621	23.40	
Exercised	(1)	19.85	
Canceled	(270)	50.41	
Balance as of April 27, 2019	1,556	\$ 39.96	\$ —
Vested or expected to vest as of April 27, 2019	1,418	\$ 38.84	\$ —
Exercisable as of April 27, 2019	282	\$ 49.05	\$ —

The weighted average remaining contractual lives of options outstanding and options exercisable as of April 27, 2019 were 7.5 and 5.7 years, respectively.

Related to stock options exercised, the intrinsic value, cash received and tax benefits realized were \$2 , \$13 and \$0 , respectively, in fiscal 2019 ; \$88 , \$324 and \$3 , respectively, in fiscal 2018 ; and \$266 , \$958 and \$36 , respectively, in fiscal 2017 .

*Restricted Stock*

Restricted stock awards and restricted stock units granted to employees generally vest over a three , five or seven year period. Certain restricted stock awards, which are held by branch managers, are subject to accelerated vesting provisions beginning three years after the grant date, based on certain operating goals. Restricted stock awards are also granted to non-employee directors annually and vest over one year . The grant date fair value of restricted stock awards and restricted stock units is based on the closing stock price on the day of the grant. The total fair value of restricted stock awards and restricted stock units that vested in fiscal 2019 , 2018 and 2017 was \$5,683 , \$6,939 and \$8,528 , respectively.



The following is a summary of restricted stock award activity:

	Restricted Stock Awards	
	Shares	Weighted-Average Grant Date Fair Value
Outstanding at April 28, 2018	304	\$ 40.13
Granted	37	24.83
Vested	(133)	38.61
Forfeitures	(41)	41.10
Outstanding at April 27, 2019	167	\$ 37.91

The following is a summary of restricted stock unit activity:

	Restricted Stock Units	
	Shares	Weighted-Average Grant Date Fair Value
Outstanding at April 28, 2018	541	\$ 45.74
Granted	773	23.27
Vested	(111)	43.71
Forfeitures	(78)	38.85
Outstanding at April 27, 2019	1,125	\$ 30.97

*Performance Unit Awards*

In fiscal 2019, we granted performance unit awards which are earned at the end of a three year period if certain operating goals are met. Accordingly, we recognize expense over the requisite service period based on the outcome that is probable for these awards. In fiscal 2018, 2017 and 2016, we granted performance unit awards with a market-based condition to certain executives. The number of shares to be received at vesting will range from 0% - 200% of the target number of stock units based on Patterson's total shareholder return ("TSR") relative to the performance of companies in the S&P Midcap 400 Index measured over a three year period. We estimate the grant date fair value of the TSR awards using the Monte Carlo valuation model. No performance unit awards vested in fiscal 2019, 2018 or 2017.

The following is a summary of performance unit award activity at target:

	Performance Unit Awards	
	Shares	Weighted-Average Grant Date Fair Value
Outstanding at April 28, 2018	236	\$ 51.66
Granted	142	22.63
Vested	—	—
Forfeitures and cancellations	(93)	50.22
Outstanding at April 27, 2019	285	\$ 34.86

*Employee Stock Purchase Plan ("ESPP")*

We sponsor an ESPP under which a total of 6,750 shares have been reserved for purchase by employees. Eligible employees may purchase shares at 85% of the lower of the fair market value of our common stock on the beginning of the annual offering period, or on the end of each quarterly purchase period, which occur on March 31, June 30, September 30 and December 31. The offering periods begin on January 1 of each calendar year and end on December 31 of each calendar year. At April 27, 2019, there were 289 shares available for purchase under the ESPP.

We estimate the grant date fair value of shares purchased under our ESPP using the Black-Scholes option pricing valuation model with the following weighted average assumptions:

	Fiscal Year Ended		
	April 27, 2019	April 28, 2018	April 29, 2017
Expected dividend yield	5.2%	2.8%	2.3%
Expected stock price volatility	38.6%	28.1%	32.9%
Risk-free interest rate	2.5%	1.7%	0.7%
Expected life (years)	0.6	0.6	0.6
Weighted average grant date fair value per share	\$ 5.21	\$ 8.73	\$ 10.33

*Capital Accumulation Plan ("CAP")*

We also sponsored an employee CAP. A total of 6,000 shares of common stock were reserved for issuance under the CAP. Key employees of Patterson were eligible to participate by purchasing common stock through payroll deductions at 75% of the price of the common stock at the beginning of or the end of the calendar year, whichever was lower. The shares issued are restricted stock and are held in the custody of Patterson until the restrictions lapse. The restriction period is typically three years from the beginning of the plan year, and shares are subject to forfeiture provisions.

Effective September 5, 2018, our Board of Directors took the following irrevocable actions with respect to our CAP: (1) it immediately reduced the number of shares available for purchase under the CAP by 1,500 , and (2) it terminated the CAP for new participants, effective January 1, 2019. At April 27, 2019 , 235 shares were available for purchase under the CAP.

We estimated the grant date fair value of shares purchased under our CAP using the Black-Scholes option pricing valuation model with the following weighted average assumptions. No CAP shares were granted in the fiscal year ended April 27, 2019 :

	April 28, 2018	April 29, 2017
	Expected dividend yield	2.8%
Expected stock price volatility	24.4%	28.3%
Risk-free interest rate	1.8%	0.9%
Expected life (years)	1.0	1.0
Weighted average grant date fair value per share	\$ 12.98	\$ 15.21

**17. Litigation**

In September 2015, we were served with a summons and complaint in an action commenced in the U.S. District Court for the Eastern District of New York, entitled SourceOne Dental, Inc. v. Patterson Companies, Inc., Henry Schein, Inc. and Benco Dental Supply Company, Civil Action No. 15-CV-05440-JMA-GRB. SourceOne, as plaintiff, alleges that, through its website, it markets and sells dental supplies and equipment to dentists. SourceOne alleges in the complaint, among other things, that we, along with the defendants Henry Schein and Benco, conspired to eliminate plaintiff as a competitor and to exclude them from the market for the marketing, distribution and sale of dental supplies and equipment in the U.S. and that defendants unlawfully agreed with one another to boycott dentists, manufacturers, and state dental associations that deal with, or considered dealing with, plaintiff. Plaintiff asserts the following claims: (i) unreasonable restraint of trade in violation of state and federal antitrust laws; (ii) tortious interference with prospective business relations; (iii) civil conspiracy; and (iv) aiding and abetting the other defendants' ongoing tortious and anticompetitive conduct. Plaintiff seeks equitable relief, compensatory and treble damages, jointly and severally, punitive damages, interest, and reasonable costs and expenses, including attorneys' fees and expert fees. In June 2017, Henry Schein settled with SourceOne and was dismissed from this litigation with prejudice. We are vigorously defending ourselves in this litigation. Trial is scheduled to begin on September 16, 2019. We do not anticipate that this matter will have a material adverse effect on our financial statements.

Beginning in January 2016, purported antitrust class action complaints were filed against defendants Henry Schein, Inc., Benco Dental Supply Company and Patterson Companies, Inc. Although there were factual and legal variations among these complaints, each alleged that defendants conspired to foreclose and exclude competitors by boycotting

manufacturers, state dental associations, and others that deal with defendants' competitors. On February 9, 2016, the U.S. District Court for the Eastern District of New York ordered all of these actions, and all other actions filed thereafter asserting substantially similar claims against defendants, consolidated for pre-trial purposes. On February 26, 2016, a consolidated class action complaint was filed by Arnell Prato, D.D.S., P.L.L.C., d/b/a Down to Earth Dental, Evolution Dental Sciences, LLC, Howard M. May, DDS, P.C., Casey Nelson, D.D.S., Jim Peck, D.D.S., Bernard W. Kurek, D.M.D., Larchmont Dental Associates, P.C., and Keith Schwartz, D.M.D., P.A. (collectively, "putative class representatives") in the U.S. District Court for the Eastern District of New York, entitled *In re Dental Supplies Antitrust Litigation*, Civil Action No. 1:16-CV-00696-BMC-GRB. Subject to certain exclusions, the putative class representatives seek to represent all private dental practices and laboratories who purchased dental supplies or equipment in the U.S. directly from any of the defendants, during the period beginning August 31, 2008 until March 31, 2016. In the consolidated class action complaint, putative class representatives allege a nationwide agreement among Henry Schein, Benco, Patterson and non-party Burkhart Dental Supply Company, Inc. not to compete on price. The consolidated class action complaint asserts a single count under Section 1 of the Sherman Act, and seeks equitable relief, compensatory and treble damages, jointly and severally, interest, and reasonable costs and expenses, including attorneys' fees and expert fees. On September 28, 2018, the parties executed a settlement agreement that proposes, subject to court approval, a full and final settlement of the lawsuit on a class-wide basis. Subject to certain exceptions, the settlement class consists of all persons or entities that purchased dental products directly from Henry Schein, Patterson, Benco and Burkhart, or any combination thereof, during the period August 31, 2008 through and including March 31, 2016. In September 2018, we signed an agreement to settle the litigation. Under the terms of the settlement, we paid \$28,263 into escrow upon preliminary court approval. Such funds are to be released to the settlement fund administrator upon final court approval of the settlement, which was granted at the fairness hearing held on June 24, 2019. We recorded a pre-tax reserve of \$28,263 in our first quarter 2019 results in our Corporate segment to account for the settlement of this matter.

On August 31, 2012, Archer and White Sales, Inc. ("Archer") filed a complaint against Henry Schein, Inc. as well as Danaher Corporation and its subsidiaries Instrumentarium Dental, Inc., Dental Equipment, LLC, Kavo Dental Technologies, LLC and Dental Imaging Technologies Corporation (collectively, the "Danaher Defendants") in the United States District Court for the Eastern District of Texas, Civil Action No. 2:12-CV-00572-JRG, styled as an antitrust action under Section 1 of the Sherman Act, and the Texas Free Enterprise Antitrust Act. Archer alleges a conspiracy between Henry Schein, an unnamed company and the Danaher Defendants to terminate or limit Archer's distribution rights. On August 1, 2017, Archer filed an amended complaint, adding Patterson Companies, Inc. and Benco Dental Supply Company as defendants, and alleging that Henry Schein, Patterson, Benco and non-defendant Burkhart Dental Supply Company, Inc. conspired to pressure and agreed to enlist their common suppliers, including the Danaher Defendants, to join a price-fixing conspiracy and boycott by reducing the distribution territory of, and eventually terminating, Archer. Archer seeks injunctive relief, and damages in an amount to be proved at trial, to be trebled with interest and costs, including attorneys' fees, jointly and severally. On June 25, 2018, the United States Supreme Court granted certiorari to review an arbitration issue raised by the Danaher Defendants, thereby continuing the case stay implemented in March 2018. On October 29, 2018, the Supreme Court heard oral arguments. On January 8, 2019, the Supreme Court issued its published decision vacating the judgment of the U.S. Court of Appeals for the Fifth Circuit and remanded the case to the Fifth Circuit for further proceedings on a second arbitration issue consistent with the Supreme Court's opinion. The Fifth Circuit heard oral arguments on May 1, 2019. A decision is pending. We are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On August 17, 2017, IQ Dental Supply, Inc. ("IQ Dental") filed a complaint in the United States District Court for the Eastern District of New York, entitled *IQ Dental Supply, Inc. v. Henry Schein, Inc., Patterson Companies, Inc. and Benco Dental Supply Company*, Case No. 2:17-cv-4834. Plaintiff alleges that it is a distributor of dental supplies and equipment, and sells dental products through an online dental distribution platform operated by SourceOne Dental, Inc. IQ Dental alleges, among other things, that defendants conspired to suppress competition from IQ Dental and SourceOne for the marketing, distribution and sale of dental supplies and equipment in the United States, and that defendants unlawfully agreed with one another to boycott dentists, manufacturers and state dental associations that deal with, or considered dealing with, plaintiff and SourceOne. Plaintiff claims that this alleged conduct constitutes unreasonable restraint of trade in violation of Section 1 of the Sherman Act, New York's Donnelly Act and the New Jersey Antitrust Act, and also makes pendant state law claims for tortious interference with prospective business relations, civil conspiracy and aiding and abetting. Plaintiff seeks injunctive relief, compensatory, treble and punitive damages, jointly and severally, and reasonable costs and expenses, including attorneys' fees and expert fees. On December 21, 2017, the District Court granted defendants motion to dismiss the complaint with prejudice. Plaintiff appealed the District Court's order. On May 10, 2019, the U.S. Court of Appeals for the Second Circuit affirmed dismissal of all of IQ Dental's claims but reversed the District Court on dismissal of IQ Dental's direct boycott claims. The case

was remanded to the District Court to proceed in accordance with that opinion. The court's decision is pending. We are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On February 12, 2018, the Federal Trade Commission ("FTC") issued an administrative complaint entitled *In the Matter of Benco Dental Supply Co., Henry Schein, Inc., and Patterson Companies, Inc.* Docket No. 9379. The administrative complaint alleges "reason to believe" that Patterson and the other respondents violated Section 5 of the FTC Act, 15 U.S.C. § 45 by conspiring to refuse to offer discounted prices or otherwise negotiate with buying groups seeking to obtain supply agreements on behalf of groups of solo practitioners or small group dental practices. The administrative complaint seeks injunctive relief against Patterson, including an order to cease and desist from the conduct alleged in the complaint and a prohibition from conspiring or agreeing with any competitor or any person to refuse to provide discounts to or compete for the business of any customer. No money damages are sought. We are vigorously defending ourselves against the administrative complaint. The hearing in front of an Administrative Law Judge of the FTC in Washington, D.C. began on October 16, 2018. The factual record closed on February 21, 2019 and post-trial briefing ended on June 6, 2019. We do not anticipate this matter will have a material adverse effect on our financial statements.

On March 28, 2018, Plymouth County Retirement System ("Plymouth") filed a federal securities class action complaint against Patterson Companies, Inc. and its former CEO Scott P. Anderson and former CFO Ann B. Gugino in the U.S. District Court for the District of Minnesota in a case captioned *Plymouth County Retirement System v. Patterson Companies, Inc., Scott P. Anderson and Ann B. Gugino*, Case No. 0:18-CV-00871 MJD/SER. On November 9, 2018, the complaint was amended to add former CEO James W. Wiltz and former CFO R. Stephen Armstrong as individual defendants. Under the amended complaint, on behalf of all persons or entities that purchased or otherwise acquired Patterson's common stock between June 26, 2013 and February 28, 2018, Plymouth alleges that Patterson violated federal securities laws by failing to disclose that Patterson's revenue and earnings were "artificially inflated by Defendants' illicit, anti-competitive scheme with its purported competitors, Benco and Schein, to prevent the formation of buying groups that would allow its customers who were office-based practitioners to take advantage of pricing arrangements identical or comparable to those enjoyed by large-group customers." In its class action complaint, Plymouth asserts one count against Patterson for violating Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and a second, related count against the individual defendants for violating Section 20(a) of the Exchange Act. Plymouth seeks compensatory damages, pre- and post-judgment interest and reasonable attorneys' fees and experts' witness fees and costs. On August 30, 2018, Gwinnett County Public Employees Retirement System and Plymouth County Retirement System, Pembroke Pines Pension Fund for Firefighters and Police Officers, Central Laborers Pension Fund were appointed lead plaintiffs. While the outcome of litigation is inherently uncertain, we believe that the class action complaint is without merit, and we are vigorously defending ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements. Patterson has also received, and responded to, requests under Minnesota Business Corporation Act § 302A.461 to inspect corporate books and records relating to the issues raised in the securities class action and the antitrust matters discussed above.

During the first quarter of fiscal 2019, the U.S. Attorney's Office for the Western District of Virginia informed us that our subsidiary, Animal Health International, Inc., has been designated a target of a criminal investigation. The investigation originally related to Animal Health International sales of prescription animal health products to certain persons and/or locations not licensed to receive them in Virginia and Tennessee in violation of federal and state laws. After being contacted by the U.S. Attorney's office, Patterson retained outside legal counsel and began an internal investigation which remains ongoing. Since that time, we have produced documents both responsive to grand jury subpoenas and voluntarily. In December 2018, as a result of our ongoing internal investigation, we voluntarily advised the U.S. Attorney's Office of Animal Health International shipments of prescription animal health products that were made from a warehouse rather than a pharmacy to customers in the states of Virginia and Tennessee. Thereafter, as part of our ongoing internal investigation, we conducted a comprehensive review of Animal Health International's distribution and licensing practices across all 50 U.S. states. That review identified compliance issues in additional states, which we voluntarily disclosed to the U.S. Attorney's Office in April 2019. Our Board of Directors also has established a special investigation committee to oversee and continue the investigation, to review our licensing, dispensing, distribution and related sales practices company-wide, and to report on its findings to the Board and to the U.S. Attorney's Office. As a result of the ongoing internal investigation, we have modified our licensing, dispensing, distribution and related sales processes and are continuing to evaluate the need for further modification. We continue to cooperate with the U.S. Attorney's Office and have agreed to extend the existing tolling agreement. At this time, we are unable to make an estimate of the amount of loss, or range of possible loss, that we could incur as a result of the foregoing matter. This matter may divert management's attention and cause us to suffer reputational harm. We also may be subject to fines or penalties, equitable remedies (including but not limited to the revocation of or non-renewal

of licenses) and litigation. The occurrence of any of these events could adversely affect our business, financial condition and results of operations.

On August 28, 2018, Kirsten Johnsen filed a stockholder derivative complaint against Patterson Companies, Inc., as a nominal defendant, and the following former and current officers and directors of Patterson: Scott Anderson, Ann Gugino, James Wiltz, John Buck, Jody Feragen, Ellen Rudnick, Les Vinney, Neil Schrimsher, Sarena Lin, Harold Slavkin, Alex Blanco and Mark Walchirk as individual defendants in Hennepin County District Court in a case captioned *Kirsten Johnsen v. Scott P. Anderson et al.*, Case No. 27-CV-18-14315. Derivatively on behalf of Patterson, plaintiff alleges that Patterson “suppressed price competition and maintained supracompetitive prices for dental supplies and equipment by entering into agreements with Henry Schein and Benco to: (i) fix margins for dental supplies and equipment; and (ii) block the entry and expansion of lower-margin, lower-priced, rival dental distributors through threatened and actual group boycotts.” Plaintiff further alleges that the individual defendants failed to disclose Patterson’s alleged “price-fixing scheme” to the public and purportedly “caused Patterson to repurchase over \$412,800 worth of its own stock at artificially inflated prices.” In the derivative complaint, plaintiff asserts three counts against the individual defendants for: (i) breach of fiduciary duty; (ii) waste of corporate assets; and (iii) unjust enrichment. Plaintiff seeks compensatory damages, equitable and injunctive relief as permitted by law, costs, disbursements and reasonable attorneys’ fees, accountants’ fees and experts’ fees, costs and expenses, and an order awarding restitution from the individual defendants and directing Patterson “to take all necessary actions to reform and improve its corporate governance and internal procedures.” On February 19, 2019, the court ordered this litigation stayed pending resolution of the below-described case brought by Sally Pemberton. While the outcome of litigation is inherently uncertain, we believe that the derivative complaint is without merit, and we intend to vigorously defend ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On October 1, 2018, Sally Pemberton filed a stockholder derivative complaint against Patterson Companies, Inc., as a nominal defendant, and the following former and current officers and directors of Patterson: Scott Anderson, Ann Gugino, Mark Walchirk, John Buck, Alex Blanco, Jody Feragen, Sarena Lin, Ellen Rudnick, Neil Schrimsher, Les Vinney, James Wiltz, Paul Guggenheim, David Misiak and Tim Rogan as individual defendants in the United States District Court for the District of Minnesota in a case captioned *Sally Pemberton v. Scott P. Anderson, et al.*, Case No. 18-CV-2818 (PJS/HB). Derivatively on behalf of Patterson, plaintiff alleges that Patterson, with Benco and Henry Schein, “engage[d] in a conspiracy in restraint of trade, whereby the companies agreed to refuse to offer discounted prices or otherwise negotiate with GPOs, agreed to fix margins on dental supplies and equipment, agreed not to poach one another’s customers or sales representatives, and agreed to block the entry and expansion of rival distributors. Plaintiff further alleges that the individual defendants failed to disclose Patterson’s alleged “antitrust misconduct” to the public and purportedly caused Patterson to repurchase \$412,800 of its own stock at prices that were artificially inflated. In the derivative complaint, plaintiff asserts six counts against the individual defendants for: (i) breach of fiduciary duty; (ii) waste of corporate assets; (iii) unjust enrichment; (iv) violations of Section 14(a) of the Exchange Act; (v) violations of Section 10(b) and Rule 10b-5 of the Exchange Act and (vi) violations of Section 20(a) of the Exchange Act. Plaintiff seeks compensatory damages with pre-judgment and post-judgment interest, costs, disbursements and reasonable attorneys’ fees, experts’ fees, costs and expenses, and an order awarding restitution from the individual defendants and directing Patterson “to take all necessary actions to reform and improve its corporate governance and internal procedures.” While the outcome of litigation is inherently uncertain, we believe that the derivative complaint is without merit, and we intend to vigorously defend ourselves in this litigation. We do not anticipate that this matter will have a material adverse effect on our financial statements.

On October 9, 2018, Nathaniel Kramer filed indirect purchaser litigation against Patterson Companies, Inc., Henry Schein, Inc. and Benco Dental Supply Company in the United States District Court for the District of Northern District of California. The purported class action complaint asserts violations of the California Cartwright Act and the California Unfair Competition Act based on an alleged agreement between Schein, Benco, and Patterson (and unnamed co-conspirators) not to compete as to price and margins. Plaintiff alleges that the agreement allowed the defendants to charge higher prices to dental practices for dental supplies and that the dental practices passed on all, or part of, the increased prices to the consumers of dental services. Subject to certain exclusions, the complaint defines the class as all persons residing in California purchasing and/or reimbursing for dental services from California dental practices. The complaint seeks a permanent injunction, actual damages to be determined at trial, trebled, reasonable attorneys’ fees and costs, and pre- and post-judgment interest. On December 7, 2018, an amended complaint was filed asserting the same claims against the same parties. While the outcome of litigation is inherently uncertain, we believe that the indirect purchaser action is without merit, and we intend to vigorously defend ourselves in this litigation.

On January 29, 2019, a purported class action complaint was filed by R. Lawrence Hatchett, M.D. against Patterson Companies, Inc., Henry Schein, Inc., Benco Dental Supply Company, and unnamed co-conspirators in the U.S. District Court for the Southern District of Illinois. The complaint alleges that members of the proposed class suffered antitrust

injury due to an unlawful boycott, price-fixing or otherwise anticompetitive conspiracy among Schein, Benco and Patterson. The complaint alleges that the alleged conspiracy overcharged Illinois dental practices, orthodontic practices and dental laboratories on their purchase of dental supplies, which in turn passed on some or all of such overcharges to members of the class. Subject to certain exclusions, the complaint defines the class as all persons residing in Illinois purchasing and/or reimbursing for dental care provided by independent Illinois dental practices purchasing dental supplies from the defendants, or purchasing from buying groups purchasing these supplies from the defendants, on or after January 29, 2015. The complaint alleges violations of the Illinois Antitrust Act, 740 Ill. Comp. Stat. §§ 10/3(2), 10/7(2), and seeks a permanent injunction, actual damages to be determined at trial, trebled, reasonable attorneys' fees and costs, and pre- and post-judgment interest. While the outcome of litigation is inherently uncertain, we believe that the indirect purchaser action is without merit, and we intend to vigorously defend ourselves in this litigation.

In December 2017, the United States Judicial Panel on Multidistrict Litigation consolidated numerous cases filed against an array of defendants by various plaintiffs such as counties, cities, hospitals, Indian tribes and others, alleging claims generally concerning the impacts of widespread opioid abuse. The consolidated multidistrict litigation, captioned *In re National Prescription Opiate Litigation*, MDL No. 2804 (the "MDL"), is pending in the U.S. District Court for the Northern District of Ohio. On July 12, 2018, Bon Secours Health System, Inc., Bon Secours- Richmond Community Hospital, Incorporated, Bon Secours DePaul Medical Center, Inc., Bon Secours- Memorial Regional Medical Center, Inc., Bon Secours- St. Francis Medical Center, Inc., Bon Secours- St. Mary's Hospital of Richmond, Inc., Bon Secours- Virginia Healthsource, Inc., Chesapeake Hospital Corporation, Mary Immaculate Hospital, Incorporated and Maryview Hospital (collectively, the "MDL Plaintiffs") filed a complaint in the MDL against 26 manufacturers and wholesale distributors of prescription opiates (the "MDL Defendants") alleging that the MDL Defendants improperly marketed, sold or distributed prescription opiates. The MDL Plaintiffs' complaint alleges violations of federal RICO statutes, violations of the Virginia Consumer Protections Act, negligence, negligence per se, wantonness, recklessness, and gross negligence, fraud and public nuisance. The MDL Plaintiffs seek injunctive relief, the imposition of civil penalties, monetary damages, punitive damages, pre- and post-judgment interest and attorneys' fees and costs. Neither Patterson nor any of its subsidiaries were named as MDL Defendants in the original complaint. On March 15, 2019, the MDL Plaintiffs amended and supplemented their complaint to assert violations of federal RICO statutes against 67 manufacturers and wholesale distributors of prescription opiates (the "Amended MDL Defendants"). Two of Patterson's subsidiaries, Patterson Logistics Services, Inc. and Patterson Veterinary Supply, Inc., are named as Amended MDL Defendants. The MDL Plaintiffs allege that the Amended MDL Defendants "breached their legal duties under federal law to monitor, detect, investigate, refuse and report suspicious orders of prescription opiates." While the outcome of litigation is inherently uncertain, we believe that the MDL Plaintiffs' claims against Patterson Logistics Services, Inc. and Patterson Veterinary Supply, Inc. are without merit, and we intend to vigorously defend ourselves in this litigation.

While management currently believes that resolving the foregoing matters, individually or in the aggregate, will not have a material adverse effect on our financial statements, the litigation and other claims noted above are subject to inherent uncertainties and management's view of these matters may change in the future. Adverse outcomes in some or all of the claims pending against us may result in significant monetary damages or injunctive relief against us that could adversely affect our ability to conduct our business. There also exists the possibility of a material adverse effect on our financial statements for the period in which the effect of an unfavorable final outcome becomes probable and reasonably estimable.

From time to time, we may become a party to other legal proceedings, including, without limitation, product liability claims, intellectual property claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these other pending matters is anticipated to have a material adverse effect on our financial statements.

**18. Quarterly Results (unaudited)**

Quarterly results are determined in accordance with the accounting policies used for annual data and include certain items based upon estimates for the entire year. All fiscal quarters include results for 13 weeks.

	Quarter Ended			
	April 27, 2019	January 26, 2019	October 27, 2018	July 28, 2018 <sup>(1)</sup>
Net sales	\$ 1,436,706	\$ 1,396,745	\$ 1,404,752	\$ 1,336,320
Gross profit	312,527	299,509	295,076	283,663
Operating income from continuing operations	46,623	45,363	41,216	4,514
Net income (loss) from continuing operations	27,685	31,054	28,646	(4,509)
Net loss from discontinued operations	—	—	—	—
Net income (loss)	27,685	31,054	28,646	(4,509)
Net loss attributable to noncontrolling interests	(305)	(171)	(223)	(53)
Net income (loss) attributable to Patterson Companies, Inc.	\$ 27,990	\$ 31,225	\$ 28,869	\$ (4,456)
Basic earnings (loss) per share attributable to Patterson Companies, Inc.:				
Continuing operations	\$ 0.30	\$ 0.34	\$ 0.31	\$ (0.05)
Discontinued operations	—	—	—	—
Net basic earnings (loss) per share	\$ 0.30	\$ 0.34	\$ 0.31	\$ (0.05)
Diluted earnings (loss) per share attributable to Patterson Companies, Inc.:				
Continuing operations	\$ 0.30	\$ 0.33	\$ 0.31	\$ (0.05)
Discontinued operations	—	—	—	—
Net diluted earnings (loss) per share	\$ 0.30	\$ 0.33	\$ 0.31	\$ (0.05)

	Quarter Ended			
	April 28, 2018	January 27, 2018 <sup>(2)</sup>	October 28, 2017	July 29, 2017
Net sales	\$ 1,400,609	\$ 1,375,222	\$ 1,385,737	\$ 1,304,115
Gross profit	289,839	294,736	315,743	299,048
Operating income from continuing operations	41,251	50,046	71,759	56,833
Net income (loss) from continuing operations	20,928	108,955	40,244	30,847
Net loss from discontinued operations	—	—	—	—
Net income (loss)	20,928	108,955	40,244	30,847
Net loss attributable to noncontrolling interests	—	—	—	—
Net income (loss) attributable to Patterson Companies, Inc.	\$ 20,928	\$ 108,955	\$ 40,244	\$ 30,847
Basic earnings (loss) per share attributable to Patterson Companies, Inc.:				
Continuing operations	\$ 0.23	\$ 1.18	\$ 0.43	\$ 0.33
Discontinued operations	—	—	—	—
Net basic earnings (loss) per share	\$ 0.23	\$ 1.18	\$ 0.43	\$ 0.33
Diluted earnings (loss) per share attributable to Patterson Companies, Inc.:				
Continuing operations	\$ 0.23	\$ 1.18	\$ 0.43	\$ 0.33
Discontinued operations	—	—	—	—
Net diluted earnings (loss) per share	\$ 0.23	\$ 1.18	\$ 0.43	\$ 0.33

(1) In the first quarter of fiscal 2019, we recorded a pre-tax charge of \$28,263 related to a litigation settlement. See Note 17 to the Consolidated Financial Statements for additional information.

(2) In the third quarter of fiscal 2018, the Tax Act was enacted by the U.S. government. During this quarter, we recorded a provisional discrete net tax benefit of \$77,256 within net income from continuing operations. See Note 12 to the Consolidated Financial Statements for additional information.

**19. Accumulated Other Comprehensive Loss ("AOCL")**

The following table summarizes the changes in AOCL as of April 27, 2019 :

	Cash Flow Hedges	Currency Translation Adjustment	Total
AOCL at April 28, 2018	\$ (13,118)	\$ (61,856)	\$ (74,974)
Other comprehensive loss before reclassifications	—	(15,583)	(15,583)
Amounts reclassified from AOCL	2,288	—	2,288
AOCL at April 27, 2019	\$ (10,830)	\$ (77,439)	\$ (88,269)

The amounts reclassified from AOCL during fiscal 2019 represent gains and losses on cash flow hedges, net of taxes of \$620 . The impact to the consolidated statements of income and other comprehensive income was an increase to interest expense of \$2,908 .

**Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**Item 9A. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15 of the Securities and Exchange Act of 1934 (the "Exchange Act"). Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of April 27, 2019 . Disclosure controls and procedures are defined by Rules 13a-15(e) and 15d-15(e) of the Exchange Act as controls and other procedures that are designed to ensure that information required to be disclosed by Patterson in reports filed with the SEC under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in reports filed under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

**Management's Annual Report on Internal Control Over Financial Reporting**

The management of Patterson Companies, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control system is designed to provide reasonable assurance to our management and Board of Directors regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we assessed the effectiveness of our internal control over financial reporting as of April 27, 2019 , using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework* (2013) . Based on this assessment, management has concluded that our internal control over financial reporting was effective as of April 27, 2019 . Ernst & Young LLP, the independent registered public accounting firm that audited our consolidated financial statements included in Item 8, *Financial Statements and Supplementary Data*, of this Annual Report on Form 10-K, has issued an unqualified report on our internal control over financial reporting.



/s/ Mark S. Walchirk

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President and Chief Executive Officer

/s/ Donald J. Zurbay

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Chief Financial Officer and Treasurer

The report of our independent registered public accounting firm on internal control over financial reporting is included in Item 8 of this Annual Report on Form 10-K.

**Changes in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended April 27, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**9B. OTHER INFORMATION**

A Current Report on Form 8-K triggering event occurred within four business days before the filing of this Annual Report on Form 10-K. We are satisfying our obligations under Form 8-K by including the required disclosure in response to this Item 9B.

***Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***

(b) On June 25, 2019, James W. Wiltz, who has been a member of the Board of Directors of Patterson Companies, Inc. since 2001, provided notice that he will continue to serve as a director until the 2019 annual meeting of shareholders, but he does not plan to stand for re-election.

**PART III**

**Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Information regarding the directors of Patterson is incorporated herein by reference to the descriptions set forth under the caption “Proposal No. 1 Election of Directors” in Patterson’s Proxy Statement for its Annual Meeting of Shareholders to be held on September 16, 2019 (the “2019 Proxy Statement”). Information regarding executive officers of Patterson is incorporated herein by reference to Item 1 of Part I of this Form 10-K under the caption “Information About Our Executive Officers.” Information regarding compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the information set forth under the caption “Delinquent Section 16(a) Reports” in the 2019 Proxy Statement. The information called for by Item 10, as to the audit committee and the audit committee financial expert, is set forth under the captions “Proposal No. 1 Election of Directors” and “Our Board of Directors and Committees” in the 2019 Proxy Statement and such information is incorporated by reference herein.

*Code of Ethics*

We have adopted Principles of Business Conduct and Code of Ethics for our Chief Executive Officer, Chief Financial Officer, Directors and all employees. Our Code of Ethics is available on our website ([www.pattersoncompanies.com](http://www.pattersoncompanies.com)) under the section “Investor Relations – Corporate Governance.” We intend to satisfy the disclosure requirement of Form 8-K regarding an amendment to, or waiver from, a provision of our Code of Ethics by posting such information on our website at the address and location specified above.

**Item 11. EXECUTIVE COMPENSATION**

Information regarding executive compensation is incorporated herein by reference to the information set forth under the caption “Executive Compensation” in the 2019 Proxy Statement. Information regarding director compensation is incorporated herein by reference to the information set forth under the caption “Non-Employee Director Compensation” in the 2019 Proxy Statement. Information regarding the compensation committee and its report is incorporated herein by reference to the information set forth under the caption “Our Board of Directors and Committees - Committee Responsibilities - Our Compensation Committee and Its Report” in the 2019 Proxy Statement.

**Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

Information regarding securities authorized for issuance under equity compensation plans is incorporated herein by reference to the information set forth under the caption “Equity Compensation Plan Information” in the 2019 Proxy Statement. Information regarding the security ownership of certain beneficial owners and management is incorporated herein by reference to the information set forth under the caption “Security Ownership of Certain Beneficial Owners and Management” in the 2019 Proxy Statement.

**Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information regarding transactions with related persons is incorporated herein by reference to the information set forth under the caption “Certain Relationships and Related Transactions” in the 2019 Proxy Statement. Information regarding director independence is incorporated herein by reference to the information set forth under the caption “Our Board of Directors and Committees” in the 2019 Proxy Statement.

**Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Information relating to principal accounting fees and services and pre-approval policies and procedures is incorporated herein by reference to the information set forth under the caption “Proposal No. 4 Ratification of Selection of Independent Registered Public Accounting Firm – Principal Accountant Fees and Services” in the 2019 Proxy Statement.

## PART IV

## Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

## (a) 1. Financial Statements.

The following Consolidated Financial Statements and supplementary data of Patterson and its subsidiaries are included in Part II, Item 8:

Reports of Independent Registered Public Accounting Firm  
Consolidated Balance Sheets  
Consolidated Statements of Income and Other Comprehensive Income  
Consolidated Statement of Changes in Stockholders' Equity  
Consolidated Statements of Cash Flows  
Notes to Consolidated Financial Statements

## 2. Financial Statement Schedules.

The following financial statement schedule is filed herewith: Schedule II – Valuation and Qualifying Accounts

Schedules other than that listed above have been omitted because they are not applicable or the required information is included in the financial statements or notes thereto.

## 3. Exhibits.

<u>Exhibit</u>	<u>Document Description</u>
3.1	<a href="#">Restated Articles of Incorporation (incorporated by reference to our Quarterly Report on Form 10-Q, filed September 9, 2004 (File No. 000-20572)).</a>
3.2	<a href="#">Amended and Restated Bylaws (incorporated by reference to our Current Report on Form 8-K, filed December 13, 2013 (File No. 000-20572)).</a>
4.1	<a href="#">Specimen form of Common Stock Certificate (incorporated by reference to our Quarterly Report on Form 10-Q, filed September 9, 2004 (File No. 000-20572)).</a>
10.1	<a href="#">Patterson Companies, Inc. Fiscal 2019 Incentive Plan (filed herewith).**</a>
10.2	<a href="#">Patterson Companies, Inc. Fiscal 2018 Incentive Plan (incorporated by reference to our Annual Report on Form 10-K, filed June 27, 2018 (File No. 000-20572)).**</a>
10.3	<a href="#">Patterson Companies, Inc. Fiscal 2017 Incentive Plan (incorporated by reference to our Annual Report on Form 10-K, filed June 28, 2017 (File No. 000-20572)).**</a>
10.4	<a href="#">Patterson Companies Amended and Restated Capital Accumulation Plan (incorporated by reference to our Quarterly Report on Form 10-Q, filed December 6, 2018 (File No. 000-20572)).**</a>
10.5	<a href="#">2001 Non-Employee Director Stock Option Plan (incorporated by reference to our Annual Report on Form 10-K, filed July 25, 2002 (File No. 000-20572)).**</a>
10.6	<a href="#">Patterson Companies, Inc. Amended and Restated Employee Stock Purchase Plan (incorporated by reference to our Definitive Proxy Statement, filed August 7, 2012 (File No. 000-20572)).**</a>
10.7	<a href="#">Amendment No. 1 to Patterson Companies, Inc. Employee Stock Purchase Plan, dated September 12, 2016 (filed herewith).**</a>
10.8	<a href="#">Patterson Dental Company Amended and Restated Employee Stock Ownership Plan, effective May 1, 2001 (incorporated by reference to our Annual Report on Form 10-K, filed July 25, 2002 (File No. 000-20572)).**</a>
10.9	<a href="#">Stock Option Plan for Canadian Employees, effective June 13, 2000 (incorporated by reference to our Quarterly Report on Form 10-Q, filed March 11, 2003 (File No. 000-20572)).**</a>

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- 10.10 [Deferred Profit Sharing Plan for the Employees of Patterson Dental Canada Inc. \(incorporated by reference to our Definitive Proxy Statement, filed July 28, 2008 \(File No. 000-20572\)\).\\*\\*](#)
- 10.11 [Patterson Companies, Inc. Amended and Restated Equity Incentive Plan \(incorporated by reference to our Definitive Proxy Statement, filed August 7, 2012 \(File No. 000-20572\)\).\\*\\*](#)
- 10.12 [Patterson Companies, Inc. 2014 Sharesave Plan \(incorporated by reference to our Definitive Proxy Statement, filed August 5, 2014 \(File No. 000-20572\)\).\\*\\*](#)
- 10.13 [Patterson Companies, Inc. Amended and Restated 2015 Omnibus Incentive Plan \(incorporated by reference to Annex A to our Definitive Schedule 14A \(Proxy Statement\), filed August 6, 2018 \(File No. 000-20572\)\).\\*\\*](#)
- 10.14 [ESOP Loan Agreement dated April 1, 2002 \(incorporated by reference to our Annual Report on Form 10-K, filed July 24, 2003 \(File No. 000-20572\)\).](#)
- 10.15 [Promissory Note dated April 1, 2002 between GreatBanc Trust Company, an Illinois corporation, not in its individual or corporate capacity, but solely as trustee of the Thompson Dental Company Employee Stock Ownership Plan and Trust and Thompson Dental Company \(incorporated by reference to our Annual Report on Form 10-K, filed July 24, 2003 \(File No. 000-20572\)\).](#)
- 10.16 [ESOP Loan Agreement dated September 11, 2006 \(incorporated by reference to our Current Report on Form 8-K, filed September 12, 2006 \(File No. 000-20572\)\).](#)
- 10.17 [ESOP Note dated September 11, 2006 \(incorporated by reference to our Current Report on Form 8-K, filed September 12, 2006 \(File No. 000-20572\)\).](#)
- 10.18 [Note Purchase Agreement dated March 19, 2008 among Patterson Companies, Inc., Patterson Medical Holdings, Inc., Patterson Medical Supply, Inc., Patterson Dental Holdings, Inc., Patterson Dental Supply, Inc., Webster Veterinary Supply, Inc. and Webster Management, LP \(incorporated by reference to our Current Report on Form 8-K, filed March 24, 2008 \(File No. 000-20572\)\).](#)
- 10.19 [Note Purchase Agreement, dated December 8, 2011, by and among Patterson Companies, Inc., Patterson Medical Holdings, Inc., Patterson Medical Supply, Inc., Patterson Dental Holdings, Inc., Patterson Dental Supply, Inc., Webster Veterinary Supply, Inc., Webster Management, LP \(incorporated by reference to our Current Report on Form 8-K, filed December 12, 2011 \(File No. 000-20572\)\).](#)
- 10.20 [Note Purchase Agreement, dated March 23, 2015, by and among Patterson Companies, Inc., Patterson Medical Holdings, Inc., Patterson Medical Supply, Inc., Patterson Dental Holdings, Inc., Patterson Dental Supply, Inc., Patterson Veterinary Supply, Inc., and Patterson Management, LP \(incorporated by reference to our Current Report on Form 8-K, filed March 25, 2015 \(File No. 000-20572\)\).](#)
- 10.21 [Amended and Restated Contract Purchase Agreement dated August 12, 2011 among PDC Funding Company II, LLC, Patterson Companies, Inc., and Fifth Third Bank \(incorporated by reference to our Current Report on Form 8-K, filed August 16, 2011 \(File No. 000-20572\)\).](#)
- 10.22 [Receivables Sale Agreement, dated as May 10, 2002, by and among Patterson Dental Supply, Inc., Webster Veterinary Supply, Inc., and PDC Funding Company, LLC, conformed through Amendment No. 4, dated as of October 9, 2018 \(incorporated by reference to our Quarterly Report on Form 10-Q, filed March 6, 2019 \(File No. 000-20572\)\).](#)
- 10.23 [Amended and Restated Receivables Sales Agreement dated August 12, 2011 by and among Patterson Dental Supply, Inc., Webster Veterinary Supply, Inc. and PDC Funding Company II, LLC \(incorporated by reference to our Annual Report on Form 10-K, filed June 24, 2015 \(File No. 000-20572\)\).](#)
- 10.24 [Third Amended and Restated Receivables Purchase Agreement dated December 3, 2010 between PDC Funding Company, LLC, Patterson Companies, Inc., The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch \(the "Bank"\) and a commercial paper conduit managed by the Bank \(incorporated by reference to our Current Report on Form 8-K, filed December 8, 2010 \(File No. 000-20572\)\).](#)
- 10.25 [Assignment and Assumption and Amendment No. 1 to Third Amended and Restated Receivables Purchase Agreement dated December 20, 2010, by and among The Bank of Tokyo-Mitsubishi UFJ, Ltd., Victory Receivables Corporation, PDC Funding Company, LLC, Patterson Companies, Inc., Royal Bank of Canada and Thunder Bay Funding, LLC \(incorporated by reference to our Current Report on Form 8-K, filed December 23, 2010 \(File No. 000-20572\)\).](#)

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10.26	<a href="#">Amended and Restated Credit Agreement dated as of January 27, 2017, by and among Patterson Companies, Inc., the lenders from time to time parties thereto, Bank of Tokyo-Mitsubishi UFJ, Ltd., as administrative agent, and Bank of America, N.A., as syndication agent (incorporated by reference to our Current Report on Form 8-K, filed January 27, 2017 (File No. 000-20572)).**</a>
10.27	<a href="#">Employment Agreement by and between Patterson Companies, Inc. and Mark S. Walchirk, dated October 23, 2017 (incorporated by reference to our Current Report on Form 8-K, filed October 24, 2017 (File No. 000-20572)).**</a>
10.28	<a href="#">Inducement RSU Award Agreement by and between Patterson Companies, Inc. and Mark S. Walchirk, dated December 1, 2017 (incorporated by reference to our Annual Report on Form 10-K, filed June 27, 2018 (File No. 000-20572)).**</a>
10.29	<a href="#">Transition Agreement by and between Patterson Companies, Inc. and Ann B. Gugino, dated March 1, 2018 (incorporated by reference to our Current Report on Form 8-K, filed March 1, 2018 (File No. 000-20572)).**</a>
10.30	<a href="#">Note Purchase Agreement, dated as of March 29, 2018, among Patterson Companies, Inc., and certain of its named subsidiaries as borrowers, and various private lenders (incorporated by reference to our Current Report on Form 8-K, filed March 29, 2018 (File No. 000-20572)).</a>
10.31	<a href="#">Amendment No. 1 to Transition Agreement by and between Patterson Companies, Inc. and Ann B. Gugino, dated April 11, 2018 (incorporated by reference to our Annual Report on Form 10-K, filed June 27, 2018 (File No. 000-20572)).**</a>
10.32	<a href="#">Separation Agreement by and between Patterson Companies, Inc. and Ann B. Gugino, dated May 25, 2018 (incorporated by reference to our Annual Report on Form 10-K, filed June 27, 2018 (File No. 000-20572)).**</a>
10.33	<a href="#">Transition Agreement by and between Patterson Companies, Inc. and Scott P. Anderson, dated June 1, 2017 (incorporated by reference to our Current Report on Form 8-K, filed June 1, 2017 (File No. 000-20572)).**</a>
10.34	<a href="#">Offer Letter by and between Patterson Companies, Inc. and Donald J. Zurbay, effective May 17, 2018 (incorporated by reference to our Current Report on Form 8-K, filed May 23, 2018 (File No. 000-20572)).**</a>
10.35	<a href="#">Form of Inducement, Severance &amp; Change in Control Agreement by and between Patterson Companies, Inc. and Donald J. Zurbay (incorporated by reference to our Current Report on Form 8-K, filed May 23, 2018 (File No. 000-20572)).**</a>
10.36	<a href="#">Form of Inducement Non Statutory Stock Option Agreement by and between Patterson Companies, Inc. and Donald J. Zurbay (incorporated by reference to our Current Report on Form 8-K, filed May 23, 2018 (File No. 000-20572)).**</a>
10.37	<a href="#">Form of Inducement RSU Agreement by and between Patterson Companies, Inc. and Donald J. Zurbay (incorporated by reference to our Current Report on Form 8-K, filed May 23, 2018 (File No. 000-20572)).**</a>
10.38	<a href="#">Restrictive Covenants, Severance and Change-in-Control Agreement by and between Patterson Companies, Inc. and Kevin M. Pohlman, dated June 11, 2018 (incorporated by reference to our Current Report on Form 8-K, filed June 12, 2018 (File No. 000-20572)).**</a>
10.39	<a href="#">Restrictive Covenants, Severance and Change-in-Control Agreement by and between Patterson Companies, Inc. and Les B. Korsh, dated June 11, 2018 (incorporated by reference to our Current Report on Form 8-K, filed June 12, 2018 (File No. 000-20572)).**</a>
10.40	<a href="#">Inducement, Severance and Change-in-Control Agreement by and between Patterson Companies, Inc. and Andrea Frohning, dated May 21, 2018 (filed herewith).**</a>
10.41	<a href="#">Inducement, Severance and Change-in-Control Agreement by and between Patterson Companies, Inc. and Eric Shirley, dated February 4, 2019 (filed herewith).**</a>
10.42	<a href="#">Receivables Purchase Agreement, dated as of July 24, 2018, by and among Patterson Dental Supply, Inc., as servicer, PDC Funding Company III, LLC, as seller, purchasers from time to time party thereto, and MUFG Bank, Ltd., as agent (incorporated by reference to our Current Report on Form 8-K, filed July 25, 2018 (File No. 000-20572)).</a>
21	<a href="#">Subsidiaries (filed herewith).</a>
23	<a href="#">Consent of Independent Registered Public Accounting Firm (filed herewith).</a>

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- 31.1 [Certification of the Chief Executive Officer pursuant to Rules 13a-4\(a\) and 15d-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 \(filed herewith\).](#)
- 31.2 [Certification of the Chief Financial Officer pursuant to Rule 13a-4\(a\) and 15d-14\(a\), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 \(filed herewith\).](#)
- 32.1 [Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 \(filed herewith\).](#)
- 32.2 [Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 \(filed herewith\).](#)
- 101 (Filed Electronically) The following financial information from our Annual Report on Form 10-K for fiscal 2019, formatted in Inline eXtensible Business Reporting Language (iXBRL): (i) the consolidated balance sheets, (ii) the consolidated statements of income and other comprehensive income, (iii) the consolidated statements of changes in stockholders' equity, (iv) the consolidated statements of cash flows and (v) the notes to the consolidated financial statements. (\*)
- (\*) The iXBRL related information in Exhibit 101 to this Annual Report on Form 10-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to liability of that section and shall not be incorporated by reference into any filing or other document pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing or document.
- \*\* Indicates management contract or compensatory plan or agreement.

**(b) See Index to Exhibits.**

**(c) See Schedule II.**

**Item 16. Form 10-K Summary.**

None.

**SCHEDULE II**  
**VALUATION AND QUALIFYING ACCOUNTS**  
**PATTERSON COMPANIES, INC.**  
*(In thousands)*

	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts	Deductions	Balance at End of Period
<b>Year ended April 27, 2019</b>					
Deducted from asset accounts:					
Allowance for doubtful accounts	\$ 9,537	\$ 7,333	\$ —	\$ 10,098	\$ 6,772
LIFO inventory adjustment	\$ 82,105	\$ 9,237	\$ —	\$ —	\$ 91,342
Inventory obsolescence reserve	5,376	30,995	—	26,272	10,099
Total inventory reserve	\$ 87,481	\$ 40,232	\$ —	\$ 26,272	\$ 101,441
<b>Year ended April 28, 2018</b>					
Deducted from asset accounts:					
Allowance for doubtful accounts	\$ 9,342	\$ 6,280	\$ —	\$ 6,085	\$ 9,537
LIFO inventory adjustment	\$ 77,816	\$ 4,289	\$ —	\$ —	\$ 82,105
Inventory obsolescence reserve	5,621	22,919	—	23,164	5,376
Total inventory reserve	\$ 83,437	\$ 27,208	\$ —	\$ 23,164	\$ 87,481
<b>Year ended April 29, 2017</b>					
Deducted from asset accounts:					
Allowance for doubtful accounts	\$ 12,008	\$ 1,825	\$ —	\$ 4,491	\$ 9,342
LIFO inventory adjustment	\$ 76,501	\$ 1,315	\$ —	\$ —	\$ 77,816
Inventory obsolescence reserve	6,621	18,026	—	19,026	5,621
Total inventory reserve	\$ 83,122	\$ 19,341	\$ —	\$ 19,026	\$ 83,437

**SIGNATURES**

Pursuant to the requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: June 26, 2019

PATTERSON COMPANIES, INC.

By /s/ Mark S. Walchirk  
Mark S. Walchirk  
President and Chief Executive Officer, Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

		Date
<u>/s/ Mark S. Walchirk</u> Mark S. Walchirk	President and Chief Executive Officer, Director (Principal Executive Officer)	June 26, 2019
<u>/s/ Donald J. Zurbay</u> Donald J. Zurbay	Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	June 26, 2019
<u>/s/ John D. Buck</u> John D. Buck	Chairman of the Board	June 26, 2019
<u>/s/ Alex N. Blanco</u> Alex N. Blanco	Director	June 26, 2019
<u>/s/ Jody H. Feragen</u> Jody H. Feragen	Director	June 26, 2019
<u>/s/ Robert C. Frenzel</u> Robert C. Frenzel	Director	June 26, 2019
<u>/s/ Francis J. Malecha</u> Francis J. Malecha	Director	June 26, 2019
<u>/s/ Ellen A. Rudnick</u> Ellen A. Rudnick	Director	June 26, 2019
<u>/s/ Neil A. Schrimsher</u> Neil A. Schrimsher	Director	June 26, 2019
<u>/s/ James W. Wiltz</u> James W. Wiltz	Director	June 26, 2019



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**PATTERSON COMPANIES, INC.**  
**Fiscal 2019**  
**Incentive Plan**

**PLAN PURPOSE**

The objective of Fiscal 2019 Patterson Companies, Inc. (PDCO) Incentive Compensation Plan (the "Plan") is to encourage greater initiative, resourcefulness, teamwork, and efficiency on the part of its employees. The day-to-day performance and responsibilities of each individual have a direct impact on our internal and external customer satisfaction, sales and operational goals, which ultimately affects the profitability of the company.

**ELIGIBILITY**

Participation

This Incentive Program is designed to include designated employees across the organization. Incentive opportunity for targeted groups of employees is specified in the Plan schedules attached to this document. Newly hired, transferred, or employees who become participants during the Plan year will be eligible on a prorated basis under the respective schedule.

Participation in the Plan is determined by the Chief Executive Officer (CEO) of Patterson Companies, Inc. with approval of the Chief Executive Officer (CEO) of each respective subsidiary or operating unit and is based on level of responsibility and organizational impact of the participant.

Participants are eligible for participation in only one Patterson Companies, Inc. (or subsidiary thereof) incentive, bonus, or other variable pay program, unless so authorized by specific provisions included in this Plan and the respective Patterson Companies, Inc. variable pay Plan document(s).

Award Payments

To receive an award several criteria must be met:

1. Employment - To be eligible to receive an award, the individual must be employed by Patterson Companies, Inc., or a subsidiary thereof, on the last day of the fiscal year;
  - a. Job elimination - Participants whose positions are eliminated may, at the discretion of management, be eligible for prorated awards based on tenure in the qualifying position, overall performance level, actual results attained, and other criteria determined by management;
  - b. Job transfer - Participants who transfer into or out of eligible positions within the company may be eligible for prorated awards based on tenure in the qualifying position, overall performance level, actual results attained, and management discretion;
  - c. Job promotion - If an employee is promoted during the plan year and is assigned to a new bonus plan or an increased target bonus percentage, their bonus award will be prorated based on the new base salary. If the promotion results only in a base pay increase, the pay rate as of the beginning of the fiscal year will be used for the bonus calculation.
2. Performance - Continued participation in the Plan is dependent upon the participant remaining an employee in good standing as defined by Patterson Companies, Inc. or its subsidiary. To qualify for an award, a participant must have a satisfactory performance rating and not be on a formal performance improvement plan. A participant on written warning or disciplinary status at

**EXHIBIT 10.1**

- any time during the Plan year may have his/her incentive award reduced or denied at management's discretion;
3. Ethical and Legal Standards - Participants are required to be in compliance with, and abide by, Patterson Companies, Inc. Code of Ethics and comply with the letter and spirit of its provisions at all times.

No awards are considered earned until the last day of the fiscal year.

**BASIS FOR AWARDS**

The management of Patterson Companies, Inc. will approve participant objectives and evaluate performance of the business unit. Performance will be evaluated based on the specific goals and measures described in the attached plan schedules, the effective management of customer and employee relations, and compliance with company expectations of good business practices and ethical conduct.

**Patterson Companies, Inc. reserves the right to make changes to the Plan at any time, including but not limited to: withdraw or withhold from the Plan any transaction, product or service it might select; revise territories; establish specific account, customer, or portfolio representation; and assign or reassign specific accounts, customers, or portfolios within a participant's location service area at any time during the fiscal year .**

Goals, incentive targets, territory assignments, and any other factors affecting this Plan may be reviewed and changed at any time during the Plan year.

**APPROVAL OF AWARD PAYMENTS**

The CEO of each respective subsidiary or operating unit will review and approve all award recommendations prior to submission to payroll for payment. Management may adjust payments at its own discretion to reflect the impact of any event that distorts actual results achieved and effective management of customer and employee relations. All awards are paid at the discretion of management.

**DISTRIBUTION OF AWARD PAYMENTS**

Generally, awards are calculated following the end of the fiscal year and payments are scheduled within 75 days after the end of the fiscal year.

Award payments are made by the same means as the individual's normal payroll. Applicable withholdings are deducted from all payments. Payments made under this Plan will be used in the calculation of benefits only as allowed under the applicable benefit plan. Awards are considered as earned by the participant on the last day of the fiscal year.

Generally, awards are determined and paid according to the provisions of this Plan document. Any exceptions require the approval of the President of each respective subsidiary or operating unit.

**CHANGES IN EMPLOYMENT STATUS**

In the event a participant dies, becomes disabled (as defined by Patterson's Group Long Term Disability Plan provisions), retires, or is on a leave of absence (as defined by applicable Patterson policies), he/she may be eligible for an award based on management's discretionary review of the participant's actual performance and actual work done while at work. In the event of death, the award payment, if any, is issued in the name of the deceased and made payable to the estate.

**ADOPTION AND ADMINISTRATION**

The CEO of Patterson Companies, Inc., and the CEO of the subsidiary or operating unit, or the Chief Human Resources Officer on their behalf, must approve the attached Plan schedules. The Plan schedules are effective for each fiscal year of the company and are updated annually.

The CEO of each respective subsidiary or operating unit holds general authority and on-going responsibility for Plan administration. Any exceptions to the provisions in this Plan require approval of the CEO of Patterson Companies, Inc. and the CEO of the respective subsidiary or operating unit. The foregoing officers and the Executive Vice President of Patterson Companies, Inc., or the Chief Human Resources Officer acting on their behalf, have the authority to interpret the terms of this Plan.

This Plan supersedes all prior Incentive Plans. No agreements or understandings will modify this Plan unless they are in writing and approved by the CEO of Patterson Companies, Inc. and the CEO of the respective subsidiary or operating unit. This Plan is reviewed annually to determine the appropriateness of future continuation.

**NO CONTRACT**

Participation in this Plan does not constitute a contract of employment and shall not affect the right of Patterson Companies, Inc. to discharge, transfer, or change the position of a participant. The employment of any person participating in the Plan may be terminated at any time and no promise or representation is made regarding continued employment because of participation in the Plan.

The Plan shall not be construed to limit or prevent Patterson Companies, Inc. from adopting or changing, from time to time, any rules, standards, or procedures affecting a participant's employment with Patterson Companies, Inc. or any Patterson Companies, Inc. affiliate, including those which affect award payments, with or without notice to the participant.

**ETHICAL AND LEGAL STANDARDS**

A participant shall not pay, offer to pay, assign or give any part of his/her compensation or any other money to any agent, customer, or representative of the customer or any other person as an inducement or reward for assistance in making a sale. Moreover, no rights under this Plan shall be assignable or subject to any pledge or encumbrance of any nature.

If a participant fails to comply with the Patterson Companies, Inc. Code of Ethics or the provisions included in this Plan document or violates any other company policy, his/her award may be adjusted, reduced, or denied at the discretion of Patterson Companies, Inc. management.

Approved

/s/ Mark S. Walchirk  
Mark S. Walchirk  
President & Chief Executive Officer

/s/ Donald Zurbay  
Donald Zurbay  
Chief Financial Officer

August 22, 2018  
Date

August 22, 2018  
Date



### **Inducement, Severance & Change in Control Agreement**

This Inducement, Severance & Change in Control Agreement ("Agreement") is entered into as of May 21, 2018, by and between Patterson Companies, Inc. (the "Company") and Andrea Frohning (referred to herein as "Executive") (the Company and Executive are collectively referred to herein as "Parties," and each a "Party").

WHEREAS, the Company desires to employ Executive to render services to the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, Executive desires to be employed by the Company on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed:

**1. Severance Benefits.** In the event that Executive's employment with the Company is terminated by the Company without Cause as defined in Section 1(g), Executive shall, in lieu of any other cash severance benefits under any other Company agreement, plan, policy or program, be entitled to severance benefits as follows:

- a. Severance Payment.** Executive shall receive cash in an amount equal to the sum of (i) one-and-one-half (1.5) times Executive's then-current base salary and (ii) the average of Executive's annual cash incentive compensation paid to her under the Company's Management Incentive Compensation Plan ("MICP") (or any other similar annual non-equity compensation plan of the Company) for each of the last three full fiscal years (or such lesser number of years for which Executive was employed by the Company) prior to the year in which Executive's employment is terminated. In the event that Executive was not employed by the Company for the whole of any such fiscal year, but received pro-rated cash incentive compensation for such fiscal year, such amount shall be annualized for computation purposes.
- b. Prorated Non-Equity Incentive Compensation.** Executive shall receive cash in an amount equal to her prorated annual cash incentive compensation under the MICP (or any other similar annual non-equity incentive compensation plan of the Company) for the fiscal year in which termination occurs based on actual performance through the date of termination.
- c. Continued Eligibility for Benefits Programs.** Medical/Dental/Vision/Life insurance coverage will terminate following the last day of Executive's employment. However, Executive may elect to continue coverage for herself and her eligible dependents by electing continuation coverage under the federal law, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), or applicable state law. If Executive timely elects COBRA continuation, the Company will pay for her COBRA premiums until the earlier of: (i) eighteen (18) months following the termination of Executive's employment, pursuant to the terms of the applicable plan, (ii) the date Executive is eligible for such coverage from another employer, or (iii) such time as the reimbursement would result in the Company being subject



to an excise tax for a discriminatory health insurance benefit based on the Company's reasonable interpretation of applicable law.

- d. Release Agreement.** Executive shall not receive the severance benefits set forth in Sections 1(a)-(c) unless she has first signed and returned to the Company, and not rescinded pursuant to the terms thereof, a separation agreement containing a release of claims in a reasonably customary form that is provided by and reasonably acceptable to the Company (the "Release"). The severance payments in Sections 1(a) and 1(b) will be paid in equal monthly installments over the 24-month period following Executive's termination beginning on the sixtieth (60<sup>th</sup>) day following Executive's termination, provided that all statutory rescission periods contained in the Release have expired without revocation, and subject to provisions of Section 5(l). Where the period available to execute (and to not revoke) the Release spans more than one calendar year, the payment shall not be made until the second calendar year as required by the applicable terms of this Agreement and Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").
- e. Forfeiture.** Notwithstanding the foregoing, if Executive materially breaches any of her obligations in Section 4 hereof or the terms of the Release, the termination automatically shall be deemed one by the Company for Cause and any severance payment already made to Executive shall be determined unearned and must be promptly repaid to the Company.
- f. Unvested Equity Interests.** All unvested equity interests held by Executive as of the date of her termination shall terminate and be forfeited, unless those unvested grants shall be deemed to have vested in their entirety as of Executive's termination pursuant to the terms of the applicable grant agreement and the Company's 2015 Omnibus Incentive Plan (the "Omnibus Plan"), or any successor plan thereto, if applicable.
- g. Cause.** For purposes of this Agreement, "Cause" shall mean: (i) Executive's willful or repeated and material failure or refusal to perform her reasonably assigned and lawful duties (other than any such failure resulting from incapacity due to physical or mental illness or disability), or serious neglect or willful and material misconduct in the performance of her reasonably assigned and lawful duties; (ii) Executive's willful and material failure to comply with any reasonably assigned and legal directive of the Company's Board of Directors (the "Board"); (iii) Executive's disclosure or misuse of Confidential Information as defined in Section 4(g); (iv) Executive's engagement in illegal conduct, embezzlement, misappropriation, fraud, dishonesty or breach of fiduciary duty, resulting in loss, damage or injury to the Company; (v) Executive's conduct related to her employment for which either criminal or civil penalties against Executive or the Company may be sought; (vi) Executive's conviction of, or plea of guilty or nolo contendere to, any crime (whether or not involving the Company) that constitutes a felony in the jurisdiction involved; or (vii) Executive's material violation of any Company policy or material breach of the terms of this Agreement or any other agreement between Executive and the Company. For the avoidance of doubt, mere





failure of the Company to achieve any performance goals shall not constitute "Cause." For purposes of the first sentence of this paragraph, no act, or failure to act, on Executive's part shall be considered willful unless done or omitted to be done, by her not in good faith or without reasonable belief that her action or omission was in the best interest of the Company.

**2. Change In Control.** In the event that (x) Executive's employment with the Company is terminated by the Company without Cause or (y) Executive resigns her employment for Good Reason as defined in Section 2(f), in either case within two (2) years immediately following a Change in Control as defined in Section 2(e), Executive shall, in lieu of the payment of severance benefits under Section 1 of this Agreement or any other cash severance benefits under any other Company agreement, plan, policy or program, be entitled to severance benefits as follows:

- a. Severance Payment.** Executive shall receive cash in an amount equal to the sum of (i) two (2) times Executive's then-current base salary and (ii) Executive's target annual cash incentive compensation under the MICP (or any other similar annual non-equity compensation plan of the Company) for the fiscal year in which Executive's employment is terminated.
- b. Prorated Non-Equity Incentive Compensation.** Executive shall receive cash in an amount equal to her prorated annual cash incentive compensation under the MICP (or any other similar annual non-equity incentive compensation plan of the Company) for the fiscal year in which termination occurs based on Executive's target award through the date of termination.
- c. Continued Eligibility for Benefits Programs.** Medical/Dental/Vision/Life insurance coverage will terminate following the last day of Executive's employment. However, Executive may elect to continue coverage for herself and her eligible dependents by electing continuation coverage under the federal law, COBRA, or applicable state law. If Executive timely elects COBRA continuation, the Company will pay for her COBRA premiums until the earlier of: (i) eighteen (18) months following the termination of Executive's employment, pursuant to the terms of the applicable plan, (ii) the date Executive is eligible for such coverage from another employer, or (iii) such time as the reimbursement would result in the Company being subject to an excise tax for a discriminatory health insurance benefit based on the Company's reasonable interpretation of applicable law.
- d. Release Agreement.** Executive shall not receive the severance benefits set forth in Sections 2(a)-(c) unless she has first signed and returned to the Company, and not rescinded pursuant to the terms thereof, the Release. The severance payments in Sections 2(a) and 2(b) will be paid in a lump sum on the sixtieth (60th) day following Executive's termination, provided that all statutory rescission periods contained in the Release have expired without revocation, and subject to provisions of Section 5(l). Where the period available to execute (and to not revoke) the Release spans more than one calendar year, the payment shall not be made until the second calendar year as required by the applicable terms of this Agreement and Section 409A of the Code.



- e. **Change in Control.** For purposes of this Agreement, “Change in Control” shall mean: (i) if any “person” or “group” as those terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or any successors thereto, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act or any successor thereto), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities, provided, that the acquisition of additional securities by any person or group that owns 50% or more of the voting power prior to such acquisition of additional securities shall not be a Change in Control; (ii) during any 12-month period, individuals who at the beginning of such period constitute the Board and any new directors whose election by the Board or nomination for election by the Company’s shareholders was approved by at least a majority of the directors then still in office who either were directors at the beginning of the period or whose election was previously so approved, cease for any reason to constitute a majority thereof; (iii) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation (x) which would result in all or a portion of the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation or (y) by which the corporate existence of the Company is not affected and following which the Company’s chief executive officer and directors retain their positions with the Company (and constitute at least a majority of the Board) and such merger or consolidation is consummated; or (iv) the shareholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets and such sale or disposition is consummated.
- f. **Good Reason.** For purposes of this Agreement, “Good Reason” shall mean any refusal to accept: (i) a material diminution in Executive’s base compensation, which for purposes of this Agreement will mean a reduction of 10% or more in Executive’s base salary plus MICP target; (ii) discontinuation of eligibility to participate in a material long-term cash or equity award or equity-based grant program (or in a comparable substitute program) in which other officers of the Company are generally eligible to participate; (iii) any material diminution of authority, duties or responsibilities, including any change in the authority, duties or responsibilities of Executive that is inconsistent in any material and adverse respect with Executive’s then-current position(s), authority, duties and responsibilities with the Company or any subsidiary; provided, however, that “Good Reason” will not be deemed to exist pursuant to this clause (iii) solely on account of the Company no longer being a publicly traded entity or solely on account of a change in the reporting relationship of Executive; or (iv) a material adverse change in the geographic location at which the Company requires Executive to be based as compared to the location where Executive was based immediately prior to the change, which for purposes of this Agreement will mean: (x) a relocation that results in an increase in the commuting distance from Executive’s principal



residence to her new job location of more than 50 miles, or (y) a relocation that requires Executive to relocate her principal residence.

Notwithstanding the foregoing, however, "Good Reason" will not be deemed to exist as a result of any of the actions stated in clauses (i) or (ii) above to the extent that such actions are in connection with an across-the-board change or termination that equally affects at least ninety percent (90%) of all officers of the Company, and an act or omission will not constitute a "Good Reason" unless Executive gives written notice to the Company of the existence of such act or omission within ninety (90) days of its initial existence, the Company fails to cure the act or omission within thirty (30) days after the notification, and actual termination of employment occurs within two (2) years of the initial existence of the act or omission.

- g. Forfeiture.** Notwithstanding the foregoing, if Executive materially breaches any of her obligations in Section 4 hereof or the terms of the Release, the termination automatically shall be deemed one by the Company for Cause and any severance payment already made to Executive shall be determined unearned and must be promptly repaid to the Company.
- h. Unvested Equity Interests.** All unvested equity interests held by Executive as of the date of her termination shall be governed by the terms of the applicable grant agreement and the Omnibus Plan, or any successor plan thereto, if applicable.
- i. Section 280G.** Notwithstanding anything to the contrary herein contained, under no circumstances shall the payments made to Executive pursuant to Section 2 result in an "excess parachute payment" as defined under Section 280G of the Code. To the extent that such payments could result in an "excess parachute payment," the payments shall be reduced to avoid such result, the manner of which reduction shall be in the discretion of the Board. Any amounts reduced pursuant to this Section 2(i) shall be deemed forfeited by Executive, and Executive shall have no authority whatsoever to determine the order in which benefits under this Agreement shall be so reduced.

**3. Inducement Award.** On May 21, 2018, Executive shall be granted a restricted stock unit award under the Omnibus Plan covering a number of shares of the Company's common stock with a value of \$250,000 based on the per-share closing price of the Company's common stock on May 21, 2018. Such award shall have the terms and conditions specified by the Company, and shall vest, assuming continued employment, to the extent of 100% of the award on May 21, 2021.

**4. Executive Agreements.** In exchange for the severance benefits set forth in Sections 1(a)-(c) and Sections 2(a)-(c) and the inducement award set forth in Section 3, Executive agrees as follows:

- a. Non-Encouragement Provision.** Executive agrees that during her employment with the Company and thereafter she will not instigate, cause, advise or encourage any other persons, groups of persons, corporations, partnerships or any other entity to file litigation against the Company.



- b. Cooperation in Transitional Matters.** After Executive's employment ends, Executive agrees to make herself reasonably available to the Company thereafter without additional compensation to answer questions, provide information and otherwise reasonably cooperate with the Company in any pending or transitional matters on which Executive has worked or about which Executive may have personal knowledge. Executive agrees to reasonably cooperate with the Company, including its attorneys, managers and accountants, in connection with any transitional matters, potential or actual litigation, or other real or potential disputes, which directly or indirectly involve the Company.
- c. Non-competition and Notification.** During Executive's employment with the Company and for a period of twenty-four (24) months following (x) the involuntary termination of her employment without Cause or (y) her resignation for Good Reason, in either case within two (2) years immediately following a Change in Control (the "Restricted Period"), Executive agrees not to directly or indirectly engage in, be interested in, or be employed by, anywhere in the United States, Canada, the United Kingdom or any additional geographic markets the Company enters, any direct competitor of the Company (including, without limitation, Henry Schein, Inc., Benco Dental Supply Company, Burkhart Dental Supply Co., Amazon.com, Inc., MWI Veterinary Supply, Inc. and AmerisourceBergen Corp.) or any other business which offers, markets or sells any service or product that competes indirectly with any services or products of the Company (a "Competing Business"). By way of example, but not by way of limitation, "any service or product that competes indirectly with any services or products of the Company" includes dental services, dental products, animal health services and animal health products. For purposes of this provision, Executive shall be deemed to be interested in a Competing Business if she is engaged or interested in such Competing Business as a stockholder, director, officer, employee, salesperson, sales representative, agent, partner, individual proprietor, consultant, or otherwise, but not if such interest in the Competing Business is limited solely to the ownership of 2% or less of the equity or debt securities of any class of a corporation whose shares are listed for trading on a national securities exchange or traded in the over-the-counter market.

In the event that Executive obtains new employment prior to expiration of the Restricted Period, Executive shall: (i) disclose this Agreement to her new employer prior to beginning the employment; and (ii) notify the Company of the identity of her new employer within seven (7) days after accepting any offer of employment by sending a written notification to the Company.

Executive agrees that the foregoing restrictions are in consideration of the consideration offered in this Agreement, and that the restrictions are reasonable and necessary for the purpose of protecting the Company's legitimate business interests. Executive agrees that the scope of the business of the Company is independent of the location (such that it is not practical to limit the restrictions contained herein to a specific state, city or part thereof) and therefore acknowledges





and agrees that the geographic scope of this restriction throughout the United States, Canada and the United Kingdom is reasonable and necessary.

Executive further agrees that the remedy of damages at law for breach by Executive of any of the covenants and obligations contained in this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation by Executive of the covenants and obligations in this Agreement would cause the Company, or any company with which the Company has a business relationship, Executive agrees that if she breaches or proposes to breach, any provision of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach or proposed breach without showing or proving any actual damage to the Company, it being understood by Executive and the Company that both damages and equitable relief shall be proper modes of relief and are not to be considered alternative remedies.

- d. **Non-Solicitation of Customers, Suppliers, or Distributors.** Executive agrees that during her employment with the Company and during the Restricted Period, Executive shall not directly or indirectly, whether individually or as an owner, agent, representative, consultant or employee, participate or assist any individual or business entity to solicit or encourage any customer, supplier, or distributor of the Company to (i) do business that could be done with the Company with any person or entity other than the Company or (ii) terminate or otherwise modify adversely its business relationship with the Company.
- e. **Non-Solicitation of Employees.** Executive agrees that during her employment with the Company and during the Restricted Period, Executive shall not directly or indirectly, whether individually or as an owner, agent, representative, consultant or employee, participate or assist any individual or business entity to solicit, employ or conspire with others to employ any of the Company's employees. The term "employ" for purposes of this Section 4(e) means to enter into an arrangement for services as a full-time or part-time employee, independent contractor, agent or otherwise. Notwithstanding the foregoing, any general advertisement or public solicitation that is not directed specifically to employees of the Company shall not constitute a breach of this Section 4(e).
- f. **Non-Disparagement Provision.** Executive agrees that during her employment with the Company and thereafter, Executive will not make any disparaging or damaging statements about the Company, its products, services or management, whether or not libelous or defamatory, provided that this provision shall not affect Executive's right to provide truthful information to any governmental entity. Similarly, the Board shall not at any time, whether during or after the termination of Executive's employment with the Company, make any disparaging or damaging statements concerning Executive whether or not libelous or defamatory, provided that this provision shall not affect the Company's right to provide truthful information to any governmental entity.



- g. Confidential Information.** Executive acknowledges that in the course of her employment with the Company, she will have access to Confidential Information. “Confidential Information” includes but is not limited to information not generally known to the public, in spoken, printed, electronic or any other form or medium relating directly or indirectly to: business processes, practices, policies, plans, documents, operations, services and strategies; contracts, transactions, and potential transactions; negotiations and pending negotiations; customer and prospect information including, without limitation, customer and prospect lists, purchase and order histories, and equipment pipelines; proprietary information, trade secrets and intellectual property; supplier and vendor agreements, strategies, plans and information; financial information and results; legal strategies and information; marketing plans and strategies; pricing plans and strategies; personnel information and staffing and succession planning practices and strategies; internal controls and security policies, strategies and procedures; and/or other confidential business information that Executive will learn, receive or use at any time during her employment with the Company, whether or not such information has been previously identified as confidential or proprietary.

Confidential Information may be contained in written materials, such as documents, files, reports, manuals, drawings, diagrams, blueprints and correspondence, as well as computer hardware and software, and electronic or other form or media. It may also consist of unwritten knowledge, including ideas, research, processes, plans, practices and know-how.

Confidential Information does not include information that: (i) is in or becomes part of the public domain or information generally known in the trade, other than as a result of a disclosure by or through Executive in violation of this Agreement or by a third-party in breach of a confidentiality obligation; (ii) information that Executive acquires or independently develops completely independently of her employment with the Company; (iii) is lawfully disclosed to Executive by a third party provided the third party did not receive it due to a breach of this Agreement or any other obligation of confidentiality; (iv) was lawfully in Executive’s possession prior to providing services for the Company, provided that said information was not obtained from the Company; or (v) is required to be disclosed by law or the order of any court or governmental agency, or in any litigation or similar proceeding; provided that prior to making any such required disclosure, Executive shall notify the Company in sufficient time to permit the Company to seek an appropriate protective order.

Executive agrees that she shall not, at any time during her employment with the Company or thereafter, disclose or otherwise make available Confidential Information to any person, company or other party. Further, Executive shall not use or disclose any Confidential Information at any time without the Company’s prior written consent. This Agreement shall not limit any obligations Executive may have under any other employee confidentiality agreement with the Company or under applicable law nor shall it limit her right to provide truthful information to any governmental agency.



- h. Defend Trade Secrets Act of 2016.** Executive understands that if she breaches the provisions of Section 4(g) above, Executive may be liable to the Company under the federal Defend Trade Secrets Act of 2016 (“DTSA”). Executive further understands that by providing her with the following notice, the Company may recover from Executive its attorney fees and exemplary damages if it brings a successful claim against Executive under the DTSA: Under the DTSA, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a)(i) in confidence to a federal, state, or local governmental official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Without limiting the foregoing, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to her attorney and use the trade secret information in the court proceeding, if Executive (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret, except pursuant to court order.
- i. Return of Documents, Materials, and Property.** Executive agrees that at the end of her employment with the Company, or at the Company’s earlier request, she will return all originals and copies of any documents, materials or other property of the Company and the Company’s customers, whether generated by Executive or any other person on her behalf or on behalf of the Company or its customers. This includes all copies and all materials on paper, on disk, on a computer, or in any computerized or electronic medium. All documents, files, records, reports, policies, training materials, communications materials, lists and information, e-mail messages, products, keys and access cards, cellular phones, computers, other materials, equipment, physical and electronic property, whether or not pertaining to Confidential Information, which were furnished to Executive by the Company, purchased or leased at the expense of the Company, or produced by the Company or Executive in connection with Executive’s employment will be and remain the sole property of the Company, except as otherwise provided herein. All copies of Company property, whether in tangible or intangible form, are also the property of the Company. Executive agrees that she will not retain any paper or electronic copies of these documents and materials.

Executive agrees that, following the termination of her employment with the Company, the Company may open all mail (including but not limited to regular mail, electronic mail and voicemail) delivered to the Company and addressed to her. Notwithstanding the foregoing, the Company shall not open any mail (including but not limited to regular mail, electronic mail and voicemail) delivered to the Company and addressed to Executive if it is readily apparent that such mail is a personal item, in which case the Company will promptly forward such mail to Executive without opening it; provided, however, that this provision does not create any reasonable expectation of privacy on behalf of Executive in her use of the Company’s communications and technology systems.



- j. Class Action Waiver and Arbitration Agreement.** Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The Parties agree to arbitrate solely on an individual basis, and that the agreement to arbitrate does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.
- k. Reasonable and Necessary.** Executive acknowledges that she is a key employee of the Company and that Executive participates in and contributes to key phases of the Company's operations. Executive agrees that the covenants provided for in this Section 4 are reasonable and necessary to protect the Company and its confidential information, goodwill and other legitimate business interests and, without such protection, the Company's customer and client relationships and competitive advantage would be materially adversely affected. Executive agrees that the provisions of this Section 4 are an essential inducement to the Company to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants with the Company to which Executive may be bound. Executive further acknowledges that the restrictions contained in this Section 4 shall not impose an undue hardship on her since she has general business skills which may be used in industries other than that in which the Company conducts its business and shall not deprive Executive of her livelihood. In exchange for Executive agreeing to be bound by these reasonable and necessary covenants, the Company is providing Executive with the benefits as set forth in this Agreement. Executive acknowledges and agrees that these benefits constitute full and adequate consideration for her obligations hereunder.
- l. Company Defined.** For purposes of this Section 4, "Company" shall mean Patterson Companies, Inc., its affiliated and related entities, and any of their respective direct or indirect subsidiaries.
- m. Survival.** Notwithstanding any termination of this Agreement or Executive's employment with the Company, Executive shall remain bound by the provisions of this Agreement which specifically relate to periods, activities or obligations upon or subsequent to the termination of her employment, irrespective of whether Executive is eligible for severance benefits under Sections 1 or 2 of this Agreement.
- n. Company Policies.** Executive agrees that during her employment with the Company and thereafter, Executive shall be subject to and shall abide by each of the personnel policies applicable to officers of the Company, including without limitation any policy restricting pledging and hedging investments in Company equity by Company officers, and any policy the Company adopts regarding





recovery of incentive compensation (sometimes referred to as “clawback”) and any additional clawback provisions as required by law and applicable stock exchange listing rules.

**5. General Provisions.** This Agreement is subject to the following general provisions:

- a. Consideration.** Executive acknowledges that the consideration offered in this Agreement is good and valuable consideration in exchange for the terms of this Agreement.
- b. Effect of Breach.** Executive agrees that it would be impossible to measure in money the damages caused by the irreparable harm the Company would suffer for any breach by her of the terms of this Agreement. Accordingly, Executive agrees that if the Company institutes any action or proceeding to enforce the terms of this Agreement, the Company shall be entitled to temporary and permanent injunctive or other equitable relief to enforce the provisions of this Agreement, such relief may be granted without the necessity of proving actual damages, Executive hereby waives to the extent permitted by law the claim or defense that the Company has an adequate remedy at law, and Executive shall not argue in any such action or proceeding that any such remedy at law exists. This provision with respect to equitable relief shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief. Executive agrees that she shall reimburse the Company for its attorney fees and costs incurred in seeking to enforce the terms of this Agreement.
- c. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been delivered on the date following the day the notice is deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed as follows:

If to Executive:

Andrea Frohning  
1034 Bromley Drive  
Weddington, NC 28014

or such other address as Executive elects by giving to the Company not less than 30 days advance written notice.

If to the Company:

Mark S. Walchirk  
President and Chief Executive Officer  
Patterson Companies, Inc.  
1031 Mendota Heights Road  
St. Paul, MN 55120



or such other address as the Company elects by giving to Executive not less than 30 days advance written notice.

- d. **Conflicting Agreements.** Executive hereby represents that Executive is not subject to any non-competition agreement, non-disclosure agreement, or any other kind of agreement or duty that would prohibit or restrict Executive from vigorously and fully performing services for the Company.
- e. **Waiver.** The waiver by either Party of the breach or nonperformance of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any future breach or nonperformance under any such provision of this Agreement or, in the case of the Company, any similar agreement with any other employee.
- f. **Severability and Blue Penciling.** To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable as written, the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the Company and Executive specifically authorize the tribunal making such determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law or public policy. Executive expressly stipulates that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.
- g. **Enforceable Contract.** The Parties agree that this Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Minnesota, without regard to conflicts of law provisions. If any part of this Agreement is construed to be in violation of the law, such part will be modified to achieve the objective of the Parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.
- h. **Exclusivity of and Consent to Jurisdiction.** Subject to the arbitration provisions of Section 4(j) of this Agreement, Executive and the Company agree that the courts of Minnesota shall have exclusive judicial jurisdiction over disputes concerning this Agreement. The Parties specifically consent to the jurisdiction of the state and federal courts of Minnesota. Accordingly, Executive and the Company submit to the personal jurisdiction of such courts for purposes of this Agreement.
- i. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts and each executed counterpart shall be as effective as a signed original. Photographic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose.



- j. Successors and Assigns.** Executive may not assign this Agreement to any third party for whatever purpose and any such purported assignment shall be void. The Company may assign this Agreement to any successor or assign.
- k. Entire Agreement.** Except for the offer letter dated April 28, 2018 and the agreements described herein, this Agreement contains the entire agreement between the Parties relating to Executive's employment by the Company and supersedes all prior agreements and understandings, whether written or oral, between the Parties relating to such employment. This Agreement may not be amended or changed except in writing executed by both Parties.
- l. Section 409A.** Notwithstanding any other provision of this Agreement to the contrary, Executive and the Company agree that the payments hereunder shall be exempt from, or satisfy the applicable requirements, if any, of Section 409A of the Code in a manner that will preclude the imposition of penalties described in Section 409A of the Code. Payments made pursuant to this Agreement are intended to satisfy the short-term deferral rule or separation pay exception within the meaning of Section 409A of Code. Executive's termination of employment shall mean a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, this Agreement shall, to the maximum extent possible, be administered, interpreted and construed in a manner consistent with Section 409A of Code; provided, that in no event shall the Company have any obligation to indemnify Executive from the effect of any taxes under Section 409A of the Code.

If any payment or benefit provided to Executive in connection with her termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the termination or, if earlier, on Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

- m. Clawback.** The Company may terminate Executive's right to the unvested equity compensation under Section 3, and may require reimbursement to the Company by Executive of any incentive compensation previously paid or vested within the prior 12-month period pursuant to any applicable incentive compensation plan or award agreement, in the event: (i) of a willful or reckless breach by Executive of her obligations under Section 4 of this Agreement; (ii) of Executive's misconduct constituting Cause as defined in Section 1(g) of this Agreement; or (iii) Executive is obligated to disgorge to or reimburse the Company for such compensation paid or payable to Executive by reason of application of Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and



Consumer Protection Act, or any other applicable law or regulation requiring recapture, reimbursement or disgorgement of incentive-based pay.

- n. **Withholding.** The Company shall withhold from the compensation payable to Executive hereunder all appropriate deductions necessary for the Company to satisfy its withholding obligations under federal, state and local income and employment tax laws.
- o. **Acknowledgement.** Executive affirms that she has read this Agreement and that the provisions of this Agreement are understandable to her and Executive has entered into this Agreement freely and voluntarily.

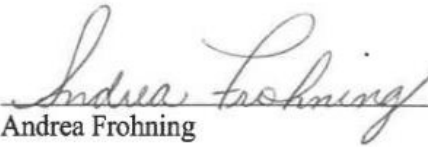
[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the Parties have executed this Agreement by their signatures below.

Dated: May 21, 2018

  
Andrea Frohning

Dated: May 21, 2018

PATTERSON COMPANIES, INC.

By:   
Mark S. Walchirk  
Chief Executive Officer

*[Signature Page to Inducement, Severance & Change in Control Agreement by and between  
Patterson Companies, Inc. and Andrea Frohning, dated May 21, 2018]*





### **Inducement, Severance & Change in Control Agreement**

This Inducement, Severance & Change in Control Agreement ("Agreement") is entered into as of February 4, 2019, by and between Patterson Companies, Inc. (the "Company") and Eric Shirley (referred to herein as "Executive") (the Company and Executive are collectively referred to herein as "Parties," and each a "Party").

WHEREAS, the Company desires to employ Executive to render services to the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, Executive desires to be employed by the Company on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed:

**1. Severance Benefits.** In the event that Executive's employment with the Company is terminated by the Company without Cause as defined in Section 1(g), Executive shall, in lieu of any other cash severance benefits under any other Company agreement, plan, policy or program, be entitled to severance benefits as follows:

- a. Severance Payment.** Executive shall receive cash in an amount equal to the sum of (i) one-and-one-half (1.5) times Executive's then-current base salary and (ii) the average of Executive's annual cash incentive compensation paid to him under the Company's Management Incentive Compensation Plan ("MICP") (or any other similar annual non-equity compensation plan of the Company) for each of the last three full fiscal years (or such lesser number of years for which Executive was employed by the Company) prior to the year in which Executive's employment is terminated. In the event that Executive was not employed by the Company for the whole of any such fiscal year, but received pro-rated cash incentive compensation for such fiscal year, such amount shall be annualized for computation purposes.
- b. Prorated Non-Equity Incentive Compensation.** Executive shall receive cash in an amount equal to his prorated annual cash incentive compensation under the MICP (or any other similar annual non-equity incentive compensation plan of the Company) for the fiscal year in which termination occurs based on actual performance through the date of termination.
- c. Continued Eligibility for Benefits Programs.** Medical/Dental/Vision/Life insurance coverage will terminate following the last day of Executive's employment. However, Executive may elect to continue coverage for himself and his eligible dependents by electing continuation coverage under the federal law, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), or applicable state law. If Executive timely elects COBRA continuation, the Company will pay for his COBRA premiums until the earlier of: (i) eighteen (18) months following the termination of Executive's employment, pursuant to the terms of the applicable plan, (ii) the date Executive is eligible for such coverage from another employer, or (iii) such time as the reimbursement would result in the Company being subject



to an excise tax for a discriminatory health insurance benefit based on the Company's reasonable interpretation of applicable law.

- d. **Release Agreement.** Executive shall not receive the severance benefits set forth in Sections 1(a)-(c) unless he has first signed and returned to the Company, and not rescinded pursuant to the terms thereof, a separation agreement containing a release of claims in a reasonably customary form that is provided by and reasonably acceptable to the Company (the "Release"). The severance payments in Sections 1(a) and 1(b) will be paid in equal monthly installments over the 18-month period following Executive's termination beginning on the sixtieth (60<sup>th</sup>) day following Executive's termination, provided that all statutory rescission periods contained in the Release have expired without revocation, and subject to provisions of Section 5(l). Where the period available to execute (and to not revoke) the Release spans more than one calendar year, the payment shall not be made until the second calendar year as required by the applicable terms of this Agreement and Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").
- e. **Forfeiture.** Notwithstanding the foregoing, if Executive materially breaches any of his obligations in Section 4 hereof or the terms of the Release, the termination automatically shall be deemed one by the Company for Cause and any severance payment already made to Executive shall be determined unearned and must be promptly repaid to the Company.
- f. **Unvested Equity Interests.** All unvested equity interests held by Executive as of the date of his termination shall terminate and be forfeited, unless those unvested grants shall be deemed to have vested in their entirety as of Executive's termination pursuant to the terms of the applicable grant agreement and the Company's Amended and Restated 2015 Omnibus Incentive Plan (the "Omnibus Plan"), or any successor plan thereto, if applicable.
- g. **Cause.** For purposes of this Agreement, "Cause" shall mean: (i) Executive's willful or repeated and material failure or refusal to perform his reasonably assigned and lawful duties (other than any such failure resulting from incapacity due to physical or mental illness or disability), or serious neglect or willful and material misconduct in the performance of his reasonably assigned and lawful duties; (ii) Executive's willful and material failure to comply with any reasonably assigned and legal directive of the Company's Board of Directors (the "Board"); (iii) Executive's disclosure or misuse of Confidential Information as defined in Section 4(g); (iv) Executive's engagement in illegal conduct, embezzlement, misappropriation, fraud, dishonesty or breach of fiduciary duty, resulting in loss, damage or injury to the Company; (v) Executive's conduct related to his employment for which either criminal or civil penalties against Executive or the Company may be sought; (vi) Executive's conviction of, or plea of guilty or nolo contendere to, any crime (whether or not involving the Company) that constitutes a felony in the jurisdiction involved; or (vii) Executive's material violation of any Company policy or material breach of the terms of this Agreement or any other agreement between Executive and the Company. For the avoidance of doubt, mere



failure of the Company to achieve any performance goals shall not constitute "Cause." For purposes of the first sentence of this paragraph, no act, or failure to act, on Executive's part shall be considered willful unless done or omitted to be done, by him not in good faith or without reasonable belief that his action or omission was in the best interest of the Company.

**2. Change In Control.** In the event that (x) Executive's employment with the Company is terminated by the Company without Cause or (y) Executive resigns his employment for Good Reason as defined in Section 2(f), in either case within two (2) years immediately following a Change in Control as defined in Section 2(e), Executive shall, in lieu of the payment of severance benefits under Section 1 of this Agreement or any other cash severance benefits under any other Company agreement, plan, policy or program, be entitled to severance benefits as follows:

- a. **Severance Payment.** Executive shall receive cash in an amount equal to the sum of (i) two (2) times Executive's then-current base salary and (ii) Executive's target annual cash incentive compensation under the MICP (or any other similar annual non-equity compensation plan of the Company) for the fiscal year in which Executive's employment is terminated.
- b. **Prorated Non-Equity Incentive Compensation.** Executive shall receive cash in an amount equal to his prorated annual cash incentive compensation under the MICP (or any other similar annual non-equity incentive compensation plan of the Company) for the fiscal year in which termination occurs based on Executive's target award through the date of termination.
- c. **Continued Eligibility for Benefits Programs.** Medical/Dental/Vision/Life insurance coverage will terminate following the last day of Executive's employment. However, Executive may elect to continue coverage for himself and his eligible dependents by electing continuation coverage under the federal law, COBRA, or applicable state law. If Executive timely elects COBRA continuation, the Company will pay for his COBRA premiums until the earlier of: (i) eighteen (18) months following the termination of Executive's employment, pursuant to the terms of the applicable plan, (ii) the date Executive is eligible for such coverage from another employer, or (iii) such time as the reimbursement would result in the Company being subject to an excise tax for a discriminatory health insurance benefit based on the Company's reasonable interpretation of applicable law.
- d. **Release Agreement.** Executive shall not receive the severance benefits set forth in Sections 2(a)-(c) unless he has first signed and returned to the Company, and not rescinded pursuant to the terms thereof, the Release. The severance payments in Sections 2(a) and 2(b) will be paid in a lump sum on the sixtieth (60th) day following Executive's termination, provided that all statutory rescission periods contained in the Release have expired without revocation, and subject to provisions of Section 5(l). Where the period available to execute (and to not revoke) the Release spans more than one calendar year, the payment shall not be made until the second calendar year as required by the applicable terms of this Agreement and Section 409A of the Code.





- e. **Change in Control.** For purposes of this Agreement, “Change in Control” shall mean: (i) if any “person” or “group” as those terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or any successors thereto, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act or any successor thereto), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities, provided, that the acquisition of additional securities by any person or group that owns 50% or more of the voting power prior to such acquisition of additional securities shall not be a Change in Control; (ii) during any 12-month period, individuals who at the beginning of such period constitute the Board and any new directors whose election by the Board or nomination for election by the Company’s shareholders was approved by at least a majority of the directors then still in office who either were directors at the beginning of the period or whose election was previously so approved, cease for any reason to constitute a majority thereof; (iii) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation (x) which would result in all or a portion of the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation or (y) by which the corporate existence of the Company is not affected and following which the Company’s chief executive officer and directors retain their positions with the Company (and constitute at least a majority of the Board) and such merger or consolidation is consummated; or (iv) the shareholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets and such sale or disposition is consummated.
- f. **Good Reason.** For purposes of this Agreement, “Good Reason” shall mean any refusal to accept: (i) a material diminution in Executive’s base compensation, which for purposes of this Agreement will mean a reduction of 10% or more in Executive’s base salary plus MICP target; (ii) discontinuation of eligibility to participate in a material long-term cash or equity award or equity-based grant program (or in a comparable substitute program) in which other officers of the Company are generally eligible to participate; (iii) any material diminution of authority, duties or responsibilities, including any change in the authority, duties or responsibilities of Executive that is inconsistent in any material and adverse respect with Executive’s then-current position(s), authority, duties and responsibilities with the Company or any subsidiary; provided, however, that “Good Reason” will not be deemed to exist pursuant to this clause (iii) solely on account of the Company no longer being a publicly traded entity or solely on account of a change in the reporting relationship of Executive; or (iv) a material adverse change in the geographic location at which the Company requires Executive to be based as compared to the location where Executive was based immediately prior to the change, which for purposes of this Agreement will mean: (x) a relocation that results in an increase in the commuting distance from Executive’s principal



residence to his new job location of more than 50 miles, or (y) a relocation that requires Executive to relocate his principal residence.

Notwithstanding the foregoing, however, "Good Reason" will not be deemed to exist as a result of any of the actions stated in clauses (i) or (ii) above to the extent that such actions are in connection with an across-the-board change or termination that equally affects at least ninety percent (90%) of all officers of the Company, and an act or omission will not constitute a "Good Reason" unless Executive gives written notice to the Company of the existence of such act or omission within ninety (90) days of its initial existence, the Company fails to cure the act or omission within thirty (30) days after the notification, and actual termination of employment occurs within two (2) years of the initial existence of the act or omission.

- g. Forfeiture.** Notwithstanding the foregoing, if Executive materially breaches any of his obligations in Section 4 hereof or the terms of the Release, the termination automatically shall be deemed one by the Company for Cause and any severance payment already made to Executive shall be determined unearned and must be promptly repaid to the Company.
- h. Unvested Equity Interests.** All unvested equity interests held by Executive as of the date of his termination shall be governed by the terms of the applicable grant agreement and the Omnibus Plan, or any successor plan thereto, if applicable.
- i. Section 280G.** Notwithstanding anything to the contrary herein contained, under no circumstances shall the payments made to Executive pursuant to Section 2 result in an "excess parachute payment" as defined under Section 280G of the Code. To the extent that such payments could result in an "excess parachute payment," the payments shall be reduced to avoid such result, the manner of which reduction shall be in the discretion of the Board. Any amounts reduced pursuant to this Section 2(i) shall be deemed forfeited by Executive, and Executive shall have no authority whatsoever to determine the order in which benefits under this Agreement shall be so reduced.

**3. Inducement Award.** On February 4, 2019, Executive shall be granted a restricted stock unit award under the Omnibus Plan covering a number of shares of the Company's common stock with a value of \$600,000 based on the per-share closing price of the Company's common stock on February 4, 2019. Such award shall have the terms and conditions specified by the Company, and shall vest, assuming continued employment, to the extent of 100% of the award on February 4, 2022.

**4. Executive Agreements.** In exchange for the severance benefits set forth in Sections 1(a)-(c) and Sections 2(a)-(c) and the inducement award set forth in Section 3, Executive agrees as follows:

- a. Non-Encouragement Provision.** Executive agrees that during his employment with the Company and thereafter he will not instigate, cause, advise or encourage



any other persons, groups of persons, corporations, partnerships or any other entity to file litigation against the Company.

- b. Cooperation in Transitional Matters.** After Executive's employment ends, Executive agrees to make himself reasonably available to the Company thereafter without additional compensation to answer questions, provide information and otherwise reasonably cooperate with the Company in any pending or transitional matters on which Executive has worked or about which Executive may have personal knowledge. Executive agrees to reasonably cooperate with the Company, including its attorneys, managers and accountants, in connection with any transitional matters, potential or actual litigation, or other real or potential disputes, which directly or indirectly involve the Company.
- c. Non-competition and Notification.** During Executive's employment with the Company and for a period of (i) eighteen (18) months following the voluntary or involuntary termination of his employment without Cause or (ii) twenty-four (24) months following (x) the involuntary termination of his employment without Cause or (y) his resignation for Good Reason, in either case within two (2) years immediately following a Change in Control (the "Restricted Period"), Executive agrees not to directly or indirectly engage in, be interested in, or be employed by, anywhere in the United States, Canada, the United Kingdom or any additional geographic markets the Company enters, any direct competitor of the Company (including, without limitation, Henry Schein, Inc., Benco Dental Supply Company, Burkhart Dental Supply Co., Amazon.com, Inc., MWI Veterinary Supply, Inc. and AmerisourceBergen Corp.) or any other business which offers, markets or sells any service or product that competes indirectly with any services or products of the Company (a "Competing Business"). By way of example, but not by way of limitation, "any service or product that competes indirectly with any services or products of the Company" includes dental services, dental products, animal health services and animal health products. For purposes of this provision, Executive shall be deemed to be interested in a Competing Business if he is engaged or interested in such Competing Business as a stockholder, director, officer, employee, salesperson, sales representative, agent, partner, individual proprietor, consultant, or otherwise, but not if such interest in the Competing Business is limited solely to the ownership of 2% or less of the equity or debt securities of any class of a corporation whose shares are listed for trading on a national securities exchange or traded in the over-the-counter market.

In the event that Executive obtains new employment prior to expiration of the Restricted Period, Executive shall: (i) disclose this Agreement to his new employer prior to beginning the employment; and (ii) notify the Company of the identity of his new employer within seven (7) days after accepting any offer of employment by sending a written notification to the Company.

Executive agrees that the foregoing restrictions are in consideration of the consideration offered in this Agreement, and that the restrictions are reasonable and necessary for the purpose of protecting the Company's legitimate business



interests. Executive agrees that the scope of the business of the Company is independent of the location (such that it is not practical to limit the restrictions contained herein to a specific state, city or part thereof) and therefore acknowledges and agrees that the geographic scope of this restriction throughout the United States, Canada and the United Kingdom is reasonable and necessary.

Executive further agrees that the remedy of damages at law for breach by Executive of any of the covenants and obligations contained in this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation by Executive of the covenants and obligations in this Agreement would cause the Company, or any company with which the Company has a business relationship, Executive agrees that if he breaches or proposes to breach, any provision of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach or proposed breach without showing or proving any actual damage to the Company, it being understood by Executive and the Company that both damages and equitable relief shall be proper modes of relief and are not to be considered alternative remedies.

- d. **Non-Solicitation of Customers, Suppliers, or Distributors.** Executive agrees that during his employment with the Company and during the Restricted Period, Executive shall not directly or indirectly, whether individually or as an owner, agent, representative, consultant or employee, participate or assist any individual or business entity to solicit or encourage any customer, supplier, or distributor of the Company to (i) do business that could be done with the Company with any person or entity other than the Company or (ii) terminate or otherwise modify adversely its business relationship with the Company.
- e. **Non-Solicitation of Employees.** Executive agrees that during his employment with the Company and during the Restricted Period, Executive shall not directly or indirectly, whether individually or as an owner, agent, representative, consultant or employee, participate or assist any individual or business entity to solicit, employ or conspire with others to employ any of the Company's employees. The term "employ" for purposes of this Section 4(e) means to enter into an arrangement for services as a full-time or part-time employee, independent contractor, agent or otherwise. Notwithstanding the foregoing, any general advertisement or public solicitation that is not directed specifically to employees of the Company shall not constitute a breach of this Section 4(e).
- f. **Non-Disparagement Provision.** Executive agrees that during his employment with the Company and thereafter, Executive will not make any disparaging or damaging statements about the Company, its products, services or management, whether or not libelous or defamatory, provided that this provision shall not affect Executive's right to provide truthful information to any governmental entity. Similarly, the Board shall not at any time, whether during or after the termination of Executive's employment with the Company, make any disparaging or damaging statements concerning Executive whether or not libelous or defamatory, provided





that this provision shall not affect the Company's right to provide truthful information to any governmental entity.

- g. Confidential Information.** Executive acknowledges that in the course of his employment with the Company, he will have access to Confidential Information. "Confidential Information" includes but is not limited to information not generally known to the public, in spoken, printed, electronic or any other form or medium relating directly or indirectly to: business processes, practices, policies, plans, documents, operations, services and strategies; contracts, transactions, and potential transactions; negotiations and pending negotiations; customer and prospect information including, without limitation, customer and prospect lists, purchase and order histories, and equipment pipelines; proprietary information, trade secrets and intellectual property; supplier and vendor agreements, strategies, plans and information; financial information and results; legal strategies and information; marketing plans and strategies; pricing plans and strategies; personnel information and staffing and succession planning practices and strategies; internal controls and security policies, strategies and procedures; and/or other confidential business information that Executive will learn, receive or use at any time during his employment with the Company, whether or not such information has been previously identified as confidential or proprietary.

Confidential Information may be contained in written materials, such as documents, files, reports, manuals, drawings, diagrams, blueprints and correspondence, as well as computer hardware and software, and electronic or other form or media. It may also consist of unwritten knowledge, including ideas, research, processes, plans, practices and know-how.

Confidential Information does not include information that: (i) is in or becomes part of the public domain or information generally known in the trade, other than as a result of a disclosure by or through Executive in violation of this Agreement or by a third-party in breach of a confidentiality obligation; (ii) information that Executive acquires or independently develops completely independently of his employment with the Company; (iii) is lawfully disclosed to Executive by a third party provided the third party did not receive it due to a breach of this Agreement or any other obligation of confidentiality; (iv) was lawfully in Executive's possession prior to providing services for the Company, provided that said information was not obtained from the Company; or (v) is required to be disclosed by law or the order of any court or governmental agency, or in any litigation or similar proceeding; provided that prior to making any such required disclosure, Executive shall notify the Company in sufficient time to permit the Company to seek an appropriate protective order.

Executive agrees that he shall not, at any time during his employment with the Company or thereafter, disclose or otherwise make available Confidential Information to any person, company or other party. Further, Executive shall not use or disclose any Confidential Information at any time without the Company's prior written consent. This Agreement shall not limit any obligations Executive may have



under any other employee confidentiality agreement with the Company or under applicable law nor shall it limit his right to provide truthful information to any governmental agency.

- h. Defend Trade Secrets Act of 2016.** Executive understands that if he breaches the provisions of Section 4(g) above, Executive may be liable to the Company under the federal Defend Trade Secrets Act of 2016 (“DTSA”). Executive further understands that by providing him with the following notice, the Company may recover from Executive its attorney fees and exemplary damages if it brings a successful claim against Executive under the DTSA: Under the DTSA, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a)(i) in confidence to a federal, state, or local governmental official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Without limiting the foregoing, if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to his attorney and use the trade secret information in the court proceeding, if Executive (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret, except pursuant to court order.
- i. Return of Documents, Materials, and Property.** Executive agrees that at the end of his employment with the Company, or at the Company’s earlier request, he will return all originals and copies of any documents, materials or other property of the Company and the Company’s customers, whether generated by Executive or any other person on his behalf or on behalf of the Company or its customers. This includes all copies and all materials on paper, on disk, on a computer, or in any computerized or electronic medium. All documents, files, records, reports, policies, training materials, communications materials, lists and information, e-mail messages, products, keys and access cards, cellular phones, computers, other materials, equipment, physical and electronic property, whether or not pertaining to Confidential Information, which were furnished to Executive by the Company, purchased or leased at the expense of the Company, or produced by the Company or Executive in connection with Executive’s employment will be and remain the sole property of the Company, except as otherwise provided herein. All copies of Company property, whether in tangible or intangible form, are also the property of the Company. Executive agrees that he will not retain any paper or electronic copies of these documents and materials.

Executive agrees that, following the termination of his employment with the Company, the Company may open all mail (including but not limited to regular mail, electronic mail and voicemail) delivered to the Company and addressed to his. Notwithstanding the foregoing, the Company shall not open any mail (including but not limited to regular mail, electronic mail and voicemail) delivered to the Company and addressed to Executive if it is readily apparent that such mail is a personal item, in which case the Company will promptly forward such mail to



Executive without opening it; provided, however, that this provision does not create any reasonable expectation of privacy on behalf of Executive in his use of the Company's communications and technology systems.

- j. Class Action Waiver and Arbitration Agreement.** Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The Parties agree to arbitrate solely on an individual basis, and that the agreement to arbitrate does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.
- k. Reasonable and Necessary.** Executive acknowledges that he is a key employee of the Company and that Executive participates in and contributes to key phases of the Company's operations. Executive agrees that the covenants provided for in this Section 4 are reasonable and necessary to protect the Company and its confidential information, goodwill and other legitimate business interests and, without such protection, the Company's customer and client relationships and competitive advantage would be materially adversely affected. Executive agrees that the provisions of this Section 4 are an essential inducement to the Company to enter into this Agreement and they are in addition to, rather than in lieu of, any similar or related covenants with the Company to which Executive may be bound. Executive further acknowledges that the restrictions contained in this Section 4 shall not impose an undue hardship on him since he has general business skills which may be used in industries other than that in which the Company conducts its business and shall not deprive Executive of his livelihood. In exchange for Executive agreeing to be bound by these reasonable and necessary covenants, the Company is providing Executive with the benefits as set forth in this Agreement. Executive acknowledges and agrees that these benefits constitute full and adequate consideration for his obligations hereunder.
- l. Company Defined.** For purposes of this Section 4, "Company" shall mean Patterson Companies, Inc., its affiliated and related entities, and any of their respective direct or indirect subsidiaries.
- m. Survival.** Notwithstanding any termination of this Agreement or Executive's employment with the Company, Executive shall remain bound by the provisions of this Agreement which specifically relate to periods, activities or obligations upon or subsequent to the termination of his employment, irrespective of whether Executive is eligible for severance benefits under Sections 1 or 2 of this Agreement.



- n. **Company Policies.** Executive agrees that during his employment with the Company and thereafter, Executive shall be subject to and shall abide by each of the personnel policies applicable to officers of the Company, including without limitation any policy restricting pledging and hedging investments in Company equity by Company officers, and any policy the Company adopts regarding recovery of incentive compensation (sometimes referred to as “clawback”) and any additional clawback provisions as required by law and applicable stock exchange listing rules.

5. **General Provisions.** This Agreement is subject to the following general provisions:

- a. **Consideration.** Executive acknowledges that the consideration offered in this Agreement is good and valuable consideration in exchange for the terms of this Agreement.
- b. **Effect of Breach.** Executive agrees that it would be impossible to measure in money the damages caused by the irreparable harm the Company would suffer for any breach by him of the terms of this Agreement. Accordingly, Executive agrees that if the Company institutes any action or proceeding to enforce the terms of this Agreement, the Company shall be entitled to temporary and permanent injunctive or other equitable relief to enforce the provisions of this Agreement, such relief may be granted without the necessity of proving actual damages, Executive hereby waives to the extent permitted by law the claim or defense that the Company has an adequate remedy at law, and Executive shall not argue in any such action or proceeding that any such remedy at law exists. This provision with respect to equitable relief shall not, however, diminish the right of the Company to claim and recover damages in addition to injunctive relief. Executive agrees that he shall reimburse the Company for its attorney fees and costs incurred in seeking to enforce the terms of this Agreement.
- c. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been delivered on the date following the day the notice is deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed as follows:

If to Executive:

Eric Shirley  
590 Stonecress Drive  
Tipp City, OH 45371

or such other address as Executive elects by giving to the Company not less than 30 days advance written notice.





If to the Company:

Mark S. Walchirk  
President and Chief Executive Officer  
Patterson Companies, Inc.  
1031 Mendota Heights Road  
St. Paul, MN 55120

or such other address as the Company elects by giving to Executive not less than 30 days advance written notice.

- d. **Conflicting Agreements.** Executive hereby represents that Executive is not subject to any non-competition agreement, non-disclosure agreement, or any other kind of agreement or duty that would prohibit or restrict Executive from vigorously and fully performing services for the Company.
- e. **Waiver.** The waiver by either Party of the breach or nonperformance of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any future breach or nonperformance under any such provision of this Agreement or, in the case of the Company, any similar agreement with any other employee.
- f. **Severability and Blue Penciling.** To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable as written, the validity and enforceability of the remainder of such provision and of this Agreement shall be unaffected. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the Company and Executive specifically authorize the tribunal making such determination to edit the invalid or unenforceable provision to allow this Agreement, and the provisions thereof, to be valid and enforceable to the fullest extent allowed by law or public policy. Executive expressly stipulates that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.
- g. **Enforceable Contract.** The Parties agree that this Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Minnesota, without regard to conflicts of law provisions. If any part of this Agreement is construed to be in violation of the law, such part will be modified to achieve the objective of the Parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.
- h. **Exclusivity of and Consent to Jurisdiction.** Subject to the arbitration provisions of Section 4(j) of this Agreement, Executive and the Company agree that the courts of Minnesota shall have exclusive judicial jurisdiction over disputes concerning this Agreement. The Parties specifically consent to the jurisdiction of the state and federal courts of Minnesota. Accordingly, Executive and the Company submit to the personal jurisdiction of such courts for purposes of this Agreement.



- i. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts and each executed counterpart shall be as effective as a signed original. Photographic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose.
- j. **Successors and Assigns.** Executive may not assign this Agreement to any third party for whatever purpose and any such purported assignment shall be void. The Company may assign this Agreement to any successor or assign.
- k. **Entire Agreement.** Except for the offer letter dated December 28, 2018 and the agreements described herein, this Agreement contains the entire agreement between the Parties relating to Executive's employment by the Company and supersedes all prior agreements and understandings, whether written or oral, between the Parties relating to such employment. This Agreement may not be amended or changed except in writing executed by both Parties.
- l. **Section 409A.** Notwithstanding any other provision of this Agreement to the contrary, Executive and the Company agree that the payments hereunder shall be exempt from, or satisfy the applicable requirements, if any, of Section 409A of the Code in a manner that will preclude the imposition of penalties described in Section 409A of the Code. Payments made pursuant to this Agreement are intended to satisfy the short-term deferral rule or separation pay exception within the meaning of Section 409A of Code. Executive's termination of employment shall mean a "separation from service" within the meaning of Section 409A of the Code. Notwithstanding anything herein to the contrary, this Agreement shall, to the maximum extent possible, be administered, interpreted and construed in a manner consistent with Section 409A of Code; provided, that in no event shall the Company have any obligation to indemnify Executive from the effect of any taxes under Section 409A of the Code.

If any payment or benefit provided to Executive in connection with his termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the termination or, if earlier, on Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

- m. **Clawback.** The Company may terminate Executive's right to the unvested equity compensation under Section 3, and may require reimbursement to the Company by Executive of any incentive compensation previously paid or vested within the prior 12-month period pursuant to any applicable incentive compensation plan or award agreement, in the event: (i) of a willful or reckless breach by Executive of his



obligations under Section 4 of this Agreement; (ii) of Executive's misconduct constituting Cause as defined in Section 1(g) of this Agreement; or (iii) Executive is obligated to disgorge to or reimburse the Company for such compensation paid or payable to Executive by reason of application of Section 304 of the Sarbanes-Oxley Act of 2002, Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other applicable law or regulation requiring recapture, reimbursement or disgorgement of incentive-based pay.

- n. **Withholding.** The Company shall withhold from the compensation payable to Executive hereunder all appropriate deductions necessary for the Company to satisfy its withholding obligations under federal, state and local income and employment tax laws.
- o. **Acknowledgement.** Executive affirms that he has read this Agreement and that the provisions of this Agreement are understandable to him and Executive has entered into this Agreement freely and voluntarily.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Parties have executed this Agreement by their signatures below.

Dated: February 4, 2019

  
Eric Shirley

Dated: February 4, 2019

PATTERSON COMPANIES, INC.

By:   
Mark S. Walchirk  
Chief Executive Officer

*[Signature Page to Inducement, Severance & Change in Control Agreement by and between  
Patterson Companies, Inc. and Eric Shirley, effective February 4, 2019]*







**EXHIBIT 21****SUBSIDIARIES**

<u>NAME</u>	<u>JURISDICTION OF INCORPORATION</u>
Patterson Dental Holdings, Inc.	Minnesota
Patterson Dental Supply, Inc.	Minnesota
Dolphin Imaging Systems, LLC	Delaware
Dolphin Practice Management, LLC	Delaware
Direct Dental Supply Co.	Nevada
Patterson Technology Center, Inc.	Minnesota
Patterson Dental Canada Inc.	Canada
PCI Limited I, LLC	Delaware
PCI Limited II, LLC	Delaware
PCI Two Limited Partnership	England
PDC Funding Company, LLC	Minnesota
PDC Funding Company II, LLC	Minnesota
PDC Funding Company III, LLC	Minnesota
Animal Health International, Inc.	Colorado
Aspen Veterinary Resources, Ltd.	Colorado
Hawaii Mega-Cor., Inc.	Hawaii
Turnkey Computer Systems, LLC	Texas
Advanced Veterinary Services, LLC	Colorado
AVS West, Inc.	California
IAH Properties, LLC	Colorado
Indiana Animal Health, LLC	Colorado
Patterson Veterinary Supply, Inc.	Minnesota
PVSI Products, LLC	Minnesota
Patterson Teleradiology, LLC	Colorado
Patterson Management, LP	Minnesota
PDCO HoldCo (Canada), Inc	Canada
Kane Veterinary Supplies, Ltd.	Canada
Patterson (PDCO) Holdings UK Limited	England and Wales
National Veterinary Services Limited	England and Wales
Patterson Logistics Services, Inc.	Minnesota

**EXHIBIT 23**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statements on Forms S-8 (Nos. 333-03583, 333-45742, 333-87488, 333-101691, 333-114643, 333-137497, 333-183979, 333-198694, 333-207116, and 333-227511) of Patterson Companies, Inc. of our reports dated June 26, 2019, with respect to the consolidated financial statements and schedule of Patterson Companies, Inc. and the effectiveness of internal control over financial reporting of Patterson Companies, Inc. included in this Annual Report (Form 10-K) of Patterson Companies, Inc. for the year ended April 27, 2019.

/s/ Ernst & Young LLP

Minneapolis, Minnesota  
June 26, 2019

Exhibit 31.1

**Certification of the Chief Executive Officer Pursuant to  
Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as  
adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mark S. Walchirk, certify that:

1. I have reviewed this annual report on Form 10-K for the fiscal year ended April 27, 2019 of Patterson Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 26, 2019

/s/ Mark S. Walchirk

Mark S. Walchirk

President and Chief Executive Officer

Exhibit 31.2

**Certification of the Chief Financial Officer Pursuant to  
Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as  
adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Donald J. Zurbay, certify that:

1. I have reviewed this annual report on Form 10-K for the fiscal year ended April 27, 2019 of Patterson Companies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 26, 2019

/s/ Donald J. Zurbay

Donald J. Zurbay

Chief Financial Officer and Treasurer

**EXHIBIT 32.1**

**Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as  
adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of Patterson Companies, Inc., (the "Company") for the fiscal year ended April 27, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Mark S. Walchirk

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Mark S. Walchirk

President and Chief Executive Officer

Date: June 26, 2019

**EXHIBIT 32.2**

**Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as  
adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report on Form 10-K of Patterson Companies, Inc., (the "Company") for the fiscal year ended April 27, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Donald J. Zurbay

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Donald J. Zurbay

Chief Financial Officer and Treasurer

Date: June 26, 2019